THE STATE OF TEXAS

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§

COUNTY OF HARRIS

§

AGREEMENT FOR CABLE TELEVISION SERVICES

I. PARTIES

A. Address

THIS AGREEMENT FOR CABLE TELEVISION SERVICES ("Agreement") is made on the Countersignature Date between the CITY OF HOUSTON, TEXAS ("City") a homerule city of the State of Texas, and COMCAST of HOUSTON, LLC. ("CONTRACTOR") a corporation authorized to do business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City:

Director, Houston Airport System City of Houston P.O. Box 60106 Houston, Texas 77205-0106 Contractor:

Comcast of Houston, LLC 8590 W. Tidwell Rd. Houston, Texas 77040 William Tucker4@cable.comcast.com

The parties agree as follows:

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C. Parts Incorporated

The above described exhibits are incorporated into this Agreement.

D. <u>Controlling Parts</u>

If a conflict among the sections or exhibits arises, the sections control over the exhibits. If a conflict among the exhibits arises, Exhibit "A" controls over Exhibits "B-1, 2 and 3."

E. Exhibit Amendment

Exhibit "B-3" the "Business Services Customer Terms and Conditions" is amended by deleting the following articles:

Article 7. Indemnification

Article 22. Video Indemnification

F. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):	COMCAST OF HOUSTON, LLC
By:Name: Title:	By: Name: TED BIRDNER Title: VP, BUSINESS SERVICES Tax Identification No. 20-5376777
ATTEST/SEAL: City Secretary	CITY OF HOUSTON, TEXAS Signed by: Mayor Appl Mayor Appl
APPROVED: Director, Houston Airport System	Countersigned BY: City Controller COB Im
APPROVED: City Purchasing Agent	DATE COUNTERSIGNED 5-26-11
APPROVED AS TO FORM: Assistant City Attorney L.D. File No. 004 110004 0001	

II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract and any exhibits and any written amendments authorized by City Council and Contractor.

"Airport(s)" mean George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU) and Ellington Airport (EFD).

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date shown as the date countersigned by the City Controller on the signature page of this Agreement.

"Director" means the Director of the Houston Airport System or his designee.

"HAS" means Houston Airport System.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

III. DUTIES OF CONTRACTOR

A. Scope of Services

In consideration of the payments specified under this Agreement, and pursuant to the terms herein, Contractor shall provide all labor, materials, tools, instruments, supplies, equipment, transportation, mobilization, insurance, subcontracts, Bonds, supervision, management, reports, permits, licenses, incidentals and quality control necessary to perform cable television installation and services at the Airports and administrative offices of the Houston Airport System as more specifically defined in Exhibit "A" Scope of Services.

B. Compliance with Equal Opportunity Ordinance

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C".

C. <u>Insurance</u>

(1) Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Worker's Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible

non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverage's in the following amounts:

(a) Commercial General Liability insurance including Contractual Liability insurance:

\$1,000,000 per occurrence; \$1,000,000 aggregate

- (b) Worker's Compensation including Broad Form All States endorsement: Statutory amount
- (c) Automobile Liability insurance
 \$1,000,000 combined single limit per occurrence.
 Defense costs are excluded from the face amount of the policy.
 Aggregate Limits are per 12-month policy period unless otherwise indicated.
- (d) Employer's Liability
 Bodily injury by accident \$100,000 (each accident)
 Bodily injury by disease \$100,000 (policy limit)
 Bodily injury by disease \$100,000 (each employee)
- All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days' written notice to the City before they may be canceled, materially changed, or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:
 - (a) Immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
 - (b) Purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

D. <u>Drug Abuse Detection</u> and Deterrence

(1) It is the policy of the City to achieve a drug-free workforce and workplace.

The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited.

Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

- (2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
 - (a) a copy of its drug-free workplace policy,
 - (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit D together with a written designation of all safety impact positions and,
 - (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit F.

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Agreement or on completion of this Agreement if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit E. Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within thirty (30) days of the expiration of each six-month period of performance and within thirty (30) days of completion of this Agreement. The first six-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

- (3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.
- (4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

E. Release

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS
AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES
(COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH,
DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN
CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS

AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, EXCLUDING, HOWEVER, INJURY, DEATH, DAMAGE OR LOSS CAUSED BY THE CITY'S SOLE OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

F. Indemnification

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY "CONTRACTOR GROUP") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR TWO YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S NEGLIGENCE.

IV. DUTIES OF CITY

A. Payment Terms

The City shall pay and Contractor shall accept the fees as set forth in Exhibit "B-1" of the Agreement. The fees must only be paid from Allocated Funds, as provided below. City will not pay separately and Contractor shall not bill separately, for any services not listed in the Agreement.

B. Invoicing

As applicable, Contractor shall submit an invoice for any Service installation performed within thirty (30) calendar days after the completion of the work. Contractor will bill for regular monthly services each month after the delivery of the Services. HAS will certify the correctness of each invoice and arrange for payment. Certification and/or payment does not preclude HAS from indicating that a particular certification or payment

was incorrect. In addition, it does not preclude HAS from recovering excess payments. The invoice must be identified by the Agreement name and agreement number, or Comcast account number. All invoices shall be delivered or mailed to the following location;

City of Houston Houston Airport System Finance Division/Accounts Payable Post Office Box 60106 Houston, Texas 77205-0106

C. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor prior to the provision of Services.

- D. <u>Limit of Appropriation</u>
- (1) The City's duty to pay money to Contractor for any purpose under this Agreement is limited in its entirety by the provisions of this Section.
- In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$28,164.36 to pay money due under this Agreement (the "Original Allocation"). Conditioned upon certification of such funds by the City Controller, the executive and legislative officers of the City, in their discretion may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies.
- (3) The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

- (4) City Council delegates to the Director, in his or her sole discretion, the authority to approve up to \$ 535,122.64 in supplemental allocations for this Agreement without returning to Council. Contractor expressly agrees and understands that Director cannot be compelled to approve any supplemental allocation.
- Funds. Funds are not allocated unless and until the funds have been (1) approved by the Director and (2) certified by the City Controller as required by Article II, Section 19a of the City Charter, notwithstanding any delegation of authority by City Council. This Agreement is not an allocation of funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

V. TERM AND TERMINATION

A. Contract Term

This Agreement will become effective on Countersignature Date and remain in effect for five years, unless sooner terminated under this Agreement.

- B. <u>Termination for Convenience</u> by the City or Contractor
- (1) The Director or Contractor may terminate this Contract at any time by giving thirty (30) days written notice to the other party. Upon receiving notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all Services under this Agreement by the thirtieth (30th) day. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the Services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for Services actually performed, but not already paid for in the same manner as prescribed in Article IV unless the fees exceed the allocated funds remaining under this Agreement.
- (2) Termination of this Agreement and receipt of payment for Services rendered are Contractor's only remedies for the City's termination for convenience,

which does not constitute a default or breach of this Agreement. Contractor waives any claim (other than its claim for payment as specified in this Article) it may have now or in the future for financial losses or other damages resulting from the City's termination for convenience. This provision does not limit Contractor's rights to pursue remedies in the event the City fails to return Contractor's equipment located at any Service Location.

VI. MISCELLANEOUS

A. Captions

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

B. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization.

C. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

D. Parties in Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

E. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

F. Assignments

Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

G. Contractor Debt

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS CONTRACT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE

CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE OR SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FOR ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS CONTRACT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR

H. Airport Security

- (1)Contractor shall comply with all HAS, Transportation Security Administration and Federal Aviation Administration security directives, rules and regulations. The FAA and/or the TSA may assess fines and/or penalties for Contractor's non-compliance with the provisions of 49 CFR 1520, 1540 and 1542, as amended from time to time, or by agencies for noncompliance with laws or regulations applicable to Contractor's operations. Within 10 days after receiving written notice from the Director stating the amount of any fine or penalty, Contractor shall reimburse the City for any fine or penalty assessed against the City because of Contractor's non-compliance with 49 CFR 1520, 1540 and 1542 or other applicable laws or regulations.
- (2)All on-site personnel of Contractor, including subcontractors, who perform services under the Agreement, are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport badging office and submitted electronically for investigation. Costs for the fingerprint-based criminal history records check are reflected in the cost of the badge. Contractor shall also provide at its sole cost any special clearances that may be required by the FAA or TSA.
- (3)Contractor shall obtain HAS security badges for its personnel performing services on-site, including subcontractors. On-site personnel shall wear identification badges at all times while on Airport property. The cost of such badges, which is subject to change without notice, is the responsibility of Contractor, including replacements thereof. Contractor personnel losing badges will be charged for replacement badges at the then current rate.

I. Force Majeure

(1) Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts

the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical.

- (a) This relief is not applicable unless the affected party does the following:
 - (i) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure to the extent performance is not affected by the Force Majeure; and
 - (ii) provides the other party with prompt written notice of the cause and its anticipated effect.
- (2) The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within fourteen (14) days. The decision of the Director is final.
- (3) If the Force Majeure continues unabated for more than thirty (30) days from the date performance is affected, the Director may terminate this Agreement by giving seven (7) days' written notice to the Contractor. Termination under this Article I shall not be considered a default or breach of the Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.
- (4) The Contractor is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. The Contractor shall employ only fully trained and qualified personnel during a strike.

EXHIBIT "A"

SCOPE OF SERVICES

1.0 SERVICES TO BE PROVIDED

- 1.1 Contractor shall provide Public View Cable TV Services to the Houston Airport System (HAS) which consists of the City of Houston's three (3) Airports: George Bush Intercontinental Airport/Houston (IAH), William P. Hobby (HOU) and Ellington Airport (EFD) and its Administrative Office.
- 1.2 Contractor shall provide Service to the Demarcation Points identified in Exhibit B-1.

2.0 SERVICE LOCATIONS

Contractor shall provide Television Services to the following four HAS Service Locations:

- 2.1 George Bush Intercontinental Airport/Houston (IAH)2800 N. Terminal RoadHouston, TX 77032
- 2.2 William P. Hobby Airport (HOU)7800 Airport BlvdHouston, TX 77061
- 2.3 Administrative Office 16930 John F. Kennedy Blvd Houston, TX 77032
- 2.4 Ellington Airport (EFD) 10602 Aerospace Road Houston, TX 77061

3.0 <u>CABLE SERVICES PROVIDED</u>

Public View Custom Channel Line-up as detailed in Section 4.0 below:

- 3.1.1 Includes Basic and Standard Cable.
- 3.1.2 Three (3) additional channels at the Bush and Hobby locations only; BBC America, Fox Sport Houston and CBS College Sports
- 3.1 Bush Airport (IAH)
 - 3.1.1 Business Class Digital Deluxe Package
 - 3.1.2 Additional Outlets

- 3.1.3 Business Class Digital Deluxe Retail Customers
- 3.1.4 Fox Sports Houston
- 3.2 Hobby Airport (HOU)
 - 3.2.1 Business Class Digital Deluxe Package
 - 3.2.2 Additional Outlets
 - 3.2.3 Business Class Digital Deluxe Pkg Retail Customers
 - 3.2.4 Fox Sports Houston
- 3.3 Ellington Airport (EFD)
 - 3.3.1 Business Class Standard Package
 - 3.3.2 Additional Outlets
 - 3.3.3 Business Class Standard Pkg Retail Customers
- 3.4 Administration Office
 - 3.4.1 Business Class Standard Package
 - 3.4.2 Additional Outlets

4.0 PUBLIC VIEW CHANNEL LINE-UP -STANDARD PACKAGE

- 4.1 Subject to the Business Class Customer Terms and Conditions attached to the Agreement as Exhibit B-3, Contractor shall provide to HAS the Public View Channel Line-Up.
- 4.2 HAS RECOGNIZES THAT THE CHANNEL LINEUP IS SUBJECT TO CHANGE BY CONTRACTOR WITH 30 DAYS ADVANCED WRITTEN NOTICE TO THE HAS DIRECTOR.

Effective 1/2 Channel	Station Description	Ci	†				
2	KYAZ - Azteca	Channel 21	Station Description	Channel	Station Description	1.	
3	KZJI.		USA	62	Travel Channel		
3 _. 4	* ,	22	Cartoon Network	63	TLC		
•	KTXH - My Network TV	23	A&E	64	Home Shopping Network		
5	KIAH - CW	24	Hallmark Channel	65	Bravo		
6	KTMD - Telemundo	25	CNN	66	Oprah Winfrey Network (OWN)	
7	KPXB - ION	26	CNN Headline News	67	TruTV		
В	KUHT - PBS	27	The Weather Channel	80	MSNBC		
9	KRIV - Fox	28	QVC			*	
10	KXLN - Univision	29	Discovery Channel	Additiona	f Channels		
11	KHOU - CBS	30	MTV				
12	KPRC - NBC	31	FX	37	Fox Sports Houston	** ***	
13	KTRK - ABC	32	ABC Family	106	CBS College Sports		
14	KETH - TBN	33	ESPN	226	BBC America		
15	KFTH - Telefurta	34	ESPN2	1 .			
16	Municipal Channel	35	Golf Channel			· · · · · · · · · · · · · · · · · · ·	
17	Houston Media Source	36	TNT		* * **		
18	Houston ISD	38	Fox News	*			
19	HCC TV	39	Turner Classic Movies	1	* **	1 1 1 1 1 1	
20	KLTJ	40	Lifetime	÷ .			
3	KUBE	41	Disney Channel	1	* •		
4	WGN America	42	Animal Planet	1		and the second second	
చ్	KTBU - The Tube	43	Nickelodeon	F			
5	Leased Access	44	El	•	i		
16	Leased Access	45	CNBC	i ·			
7	Houston Home Shopping Channel	46	BET	1			
	(: :::::::::::::::::::::::::::::::::::	47	HGIV		1		
		48	Spike TV	1.1			
		49	Versus		* · · · · · · · · · · · · · · · · · · ·	·	
		50	Galavision	1.			
		51	p + m + 1 m m m + 1 m m				
	•		TBS				
	· · · · · · · · · · · · · · · · · · ·	52	Food Network		5		
		56	C-SPAN	1			
	Fa	57	AMC	1			
			History	E			
			Comedy Central				
	- 	.60	SyFy Channel	1.			
,		61	VH1	1			

5.0 <u>ADDITIONAL WORK/OTHER SERVICE REQUESTS</u>

- 5.1 Contractor shall provide custom cabling installation and construction at the Demarcation Point (identified in Exhibit B-1, to EFD. This will require underground cable installation through City property at no cost to the City.
- 5.2 HAS will require the services of skilled cable technicians and Network engineers to perform equipment upgrades and/or software and cable installations. Contractor will be paid for their services as out lined in the attached Exhibit "B-1" Public View Cable TV Service Proposal.
- 5.3 From time to time, Contractor may, at the request of Customer, perform other work and services to meet desired conditions not covered in the Basic Services portion of this agreement. Contractor shall perform such work/services in accordance with all provisions of this Agreement plus any special provisions issued with authorization for the work/services. All requests for other work and services will be in writing in the form of an Other Service Request (OSR) provided by the HAS Director and signed by the HAS Director or his/her designated representative. Contractor shall perform OSR's to the same standards identified for Basic Services.
 - 5.3.1 Before issuing an OSR, the HAS Director will first issue a written notice

- to Contractor detailing the specific Other Work/Services to be performed. The OSR shall identify all work obligations, including without limitation requirements for third party estimates and bids, and pricing limitations (actual plus % mark up).
- 5.3.2 If the OSR is accepted by Contractor, Contractor shall furnish pricing for all materials, labor, tools, equipment, transportation, and incidentals for accomplishing the described services or as otherwise specified by HAS Director. Director will not approve an OSR without a specified completion date.
- 5.3.3 Upon approval by HAS Director of the modified proposal, an OSR will be issued. Contractor shall commence work as stated in the OSR. Contractor shall complete the work in accordance with the terms and conditions of the Agreement and the approved OSR.
- 5.3.4 When Other Work/Services have been completed, a copy of the approved OSR must accompany the monthly invoice or payment will not be made.
- 5.3.5 While performing work on any OSR, if hidden damage or additional cost is discovered, Contractor shall notify HAS Director immediately. After determining the extent of hidden damage a supplemental OSR must be submitted.

6.0 **PROPERTY DAMAGE**

6.1 Contractor shall ensure its installation methods, equipment, and personnel do not damage City property, reasonable wear and tear excepted. Contractor shall bear all costs associated with any repairs or replacements to City property required as the result of Contractor's damage.

7.0 <u>CONTRACTOR'S DUTY TO INSPECT</u>

- 7.1 Contractor acknowledges that it has taken all steps necessary to ascertain the nature and location of requirements for providing service at the Airports, and that it has investigated and satisfied itself as to the general and local conditions which can affect the service, its cost, or performance time, including but not limited to:
 - 7.1.1 The conformation and conditions of the ground;
 - 7.1.2 The character of equipment and facilities needed preliminary to and during work performance;
 - 7.1.3 The location and/or relocation of existing utility lines, poles, and meters including the necessity for timely coordination with all involved utility owners; and

- 7.1.4 The requirements for obtaining City, County, State, Federal, commercial or private permits and licenses necessitated by project right-of-way alignments and boundaries. Including HAS Tenant Improvement Program compliance.
- 7.2 The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site(s).

8.0 WORK COORDINATION

- 8.1 It is the responsibility of the Contractor to schedule and coordinate the work in such a manner as to complete the Work within a specified time.
- 8.2 Contractor shall comply with and obtain necessary permissions via HAS's Tenant Improvement Program prior to any installation and other on-site work.
- 8.3 Contractor shall coordinate the Work with HAS Project Manager Ulf Lueders Tel: 281 233 3987 or whoever the Director may designate.

9.0 **SUBCONTRACTORS**

9.1 Contractor shall manage, control, and be responsible for all the work performed by its Subcontractors/Agents. A complete list of all subcontractors shall be submitted to HAS for approval prior to Subcontractor/Agent commencing work.

10.0 DUTY OF HAS TO PROVIDE STAGING AREA

10.1 HAS will provide access, if necessary, to a staging area of sufficient size for temporary lay down of equipment and materials as close as possible to the job site. HAS will assume no responsibility for Contractor's property.

11.0 <u>DUTIES OF CONTRACTOR</u>

- 11.1 Contractor duties include, but are not limited to the following:
 - 11.1.1 Contractor personnel shall conform to all reasonable Houston Airport System (HAS) security rules or regulations at all times while on HAS property.
 - 11.1.2 Contractor shall be solely responsible for Contractor's vehicles, equipment, tools, supplies, materials, and other property while at a Service Location.
 - 11.1.3 Contractor's vehicle(s) must be clearly marked with Contractor's name on each side of the vehicle. Magnetic signs are acceptable for this purpose.

- 11.1.4 Contractor's vehicle(s) shall have required safety lights and signals, as applicable.
- 11.1.5 Contractor shall be responsible for observing the actual working conditions and providing all police vehicles, police officers, safety equipment, barricades, lights, safety precautions as may be required to protect its personnel, all traffic, and City personnel.
- 11.1.6 Contractor shall be responsible for keeping all debris, working materials, trash, and equipment resulting from the Work from impeding any traffic at the Service Location.
- 11.1.7 All debris, old materials, and trash resulting from Work on this Agreement are considered property of Contractor. Contractor shall be responsible for the disposal of all waste or hazardous materials resulting from the Work under this contract. Handling, transport, and disposal of waste or hazardous materials must be done in such a manner as to insure the highest level of safety to the environment and to public health. Contractor shall assume full responsibility and liability for and act prudently in all aspects of handling, transport and disposal of any hazardous materials, securing any licenses and permits required by law and ensuring that any disposal facility to which any scrap, waste or hazardous materials may be moved are in compliance with federal, state, and local laws and regulations.
- 11.1.8 Contractor shall perform final clean up of the entire work area prior to requesting a final inspection of the completed project.

12.0 ACCEPTANCE AND PAYMENT

12.1 Representatives of the City have the right to inspect all materials and workmanship during the course of the installation of the Service. The City has the right to reject all materials and workmanship, which do not conform to these specifications. In the event City rejects the Services, the Agreement will be terminated without further liability for either party.

13.0 **SAFETY:**

13.1 The installation of Services shall meet all current applicable City, State of Texas, and Federal safety regulations including OSHA requirements.

EXHIBIT "B-1"

Public View Cable TV Service Price Sheet

(Attach copy of Excel File of Final Proposal)

Houston Airport System (HAS)

City of Houston - Houston Airport System - Public View Cable TV Service Proposal

(comcast

William P. Hobby Airport (Hobby) George Bush Intercontinental Airport (Bush) 2800 N Terminal Rd Service Locations:

Houston, TX 77061 7800 Airport Blvd

Administration Office (Admin) 16930 John F Kennedy Blvd

Houston, TX 77032

11602 Aerospace Blvd, Bldg 510 Ellington Airport (EFD) Houston, TX 77034

Houston, TX 77032

Services:

Digital Standard package for the Admin Office and Ellington airport locations. BBC America and CBS College Sports are included in the Digital Deluxe Comcast to provide Business Class Public View Cable TV services which includes the Digital Deluxe Package for Bush and Hobby airports and the

Package. Fox Sports Houston is priced separately for Bush and Hobby airports. Both packages include the Basic and Standard channel line-up.

60 Month Term, Services Provided to IAH, HOU, EFD and Admin Office, Comcast to pay for construction build at EFD. Pricing:

Comcast will install Service at each of the above Service Locations, to a designated point of interconnection between the Comcast network Service Delivery:

and the Customer's provided equipment located at a Service Location ("Demarcation Point"). The Demarcation Points are the Service Locations

identified as follows:

George Bush Intercontiental Airport 2800 N Terminal Rd

William P. Hobby Airport 7800 Airport Blvd

11602 Aerospace Blvd, Bldg 510 MDF / Terminal Complex Houston, TX 77061

16930 John F Kennedy Blvd MDF / 1st FL

Administration Office

Ellington Airport

MDF / Terminal E & D Houston, TX 77032

Phone Equipment Room Houston, TX 77034

Houston, TX 77032

Bush and Hobby Airport Locations Only - BBC America & CBS College Sports included in Deluxe Package, Fox Sports Houston priced as stand alone

Ext Monthly	Cost	\$69.95	\$2,786.00	\$1,329.05	00.669\$
	Q t				
Monthly	Cost	\$69.92	\$9.95	\$69.95	\$34.95
	Bush Intercontinental Airport (IAH)	business Class Digital Deluxe Package	Additional Outlets	Business Class Digital Deluxe Pckg - Retail Customers	Fox Sports Houston

\$4,884.00 **Bush Sub-Total**

	Monthly	Outlet	Ext Monthly
Hobby Airport (HOU)	Cost	ð	Cost
Business Class Digital Deluxe Package	\$69.95	~	\$69.95
Additional Outlets	\$9.95	4	\$1,432.80
Business Class Digital Deluxe Pckg - Retail Customers	\$66.95	5	\$349.75
Fox Sports Houston	\$34.95	9	\$209.70
		Hobby Sub-Total	\$2,062.20
	Monthly	Outlet	Ext Monthly
Administration Offices (JFK)	Cost	ð	Cost
Business Class Standard Package	\$39.95	4	\$39.95
Additional Outlets	\$10.95	49	\$536.55
		Admin Sub-Total	\$576.50
	Monthly	Outlet	Ext Monthly
Ellington Airport (EFD)	Cost	ð	Cost
Business Class Standard Package	\$39.92	_	\$39.95
Additional Outlets	\$10.95	8	\$87.60
Business Class Standard Pckg - Retail Customers	\$39.95	_	\$39.95
		Ellington Sub-Total	\$167.50

One-Time Customer Construction Contribution - Ellington Airport

\$0.00

Payable prior to construction commencement at the customer site.

Miscellaneous / Other Pricing Elements

- Number of total drops for all four (4) locations should not fall below 450 drops on a rolling quarterly basis.
 Unit cost per outlet / drop will remain the same if the total count exceeds 510 over the course of the term.
 Other Service Request (OSR) Annual Rates

Onsite technicians 40 hours per year - \$150 / hour

Onsite engineers 25 hours per year - \$175 / hour

EXHIBIT "B-2" Business Class Service Order Agreements

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Account Name: HOUSTON ARPORT SYSTEM

BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: HOUST	ON ARPORT	SYSTEM	1			10	#: <u>35</u>	58140
	CI	USTOMES	I SEFORMA	TION (Service Lo	cation)			
Add	ress 1 2000 N TE	STEANAL RO	,		Cally F	tousion		
Add	less 2 Public View	w CATV Sen	vice		State T			
	Hame Ulf Lueden			ZIP Code 77032				
•	Phone (281) 233-3			***************************************	County	••••		21017
	Phone (713) 563-4				:: Email Address v	K hedes Ch		e color
Pager No					y Fax Humber			
Technical Contact					ntact On-Sile? N			
Technical Contact Business F					ntatit On-Sile? N Contact Email	<u> </u>		
Property Manager Contact					Concact Email fy Mgr. Phone			
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Business Class Voice* VOICE SELECTIONS			-44	Business Class	Packages			
VOICE SELECTIONS Full Feature Voice Lines	Greekly	Unit Cost	Total Coat	Package Name: Total Cost:	0			
Adil. F.F. Voice Lines of plug.	+		 	10th Con.		E DESCRIPTS	~~	
4+ Lines				1	T			
Basic Lines	—]				
Fax Lines Toll Free Numbers		, <u>-</u>	 	 				
Voice - eNTA Equipment Fee				Business Class	TV Public Vi			
VOICE OPTIONS	Salechen(X)	Tob	ni Cost	TV SELEC		Selection(X)		Tetal Cost
Voicemail				Basic .				
Directory Listing Suppression Fee Auto-Attendant	4	 		Digital Saste Plus				
Value affirm & aptions not applicable in all source				Digital Standard		\Box		
Business Class Internet				Digital Dehore Sports & Entertainm		X		\$69.96
INTERNET SELECTIONS	Selection(X)	Tel	at Cout	Sports & Entertainm		 		
Starter	T	<u> </u>		Music Choice Stand				
Preferred Oliver	+	i		TV OFTE	0003	Salection(X)		Total Cost
Internet Equipment Fee	+ +	i		Specis Pack** Music Choice William		 		
BITERNET OFFICIES	Saturation(IX)	Yeb	al Cont	Canales Selecto		 		
Microsoft Outlook Office Email				Other	200 Outlets	Х		\$2,786.00
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Web Hosting - Professional	+			Outet plus equipme		2		\$0.00
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Business Class		Unit Cost	Total Cost					
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Auto-Atlendant Setup Fee Voice Jack Fee	 	,	+		unt (il applicable			\$0.08
Toll Free Achyaton Fee			土					
Per the activation for, up to four (4 time music Text at time that the				T-4-1 C				7.1 794 00
Total Installation *Domination Continues			\$0.00		lecurring Mo tot, and had took a	-	1	\$4,884.06
The same that it appears to the same and the	-	j enne .			\$60, \$100 leaves spaces an	16 1640 may 1 ₄₄₁ .	•	
		GENER	AL SPECY	AL INSTRUCTION	*			
			# 18th term	M. Red : com	•			

OrderForm Vention v9

(comcast

BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: HOUSTON ARPORT SYSTEM ID#: 3558140 **CONCAST BUSINESS CLASS INTERNET CONFIGURATION DETAILS** Microsoft Office Communication Section Microsoft Office Outbook Entail Included with Internet Service **Equipment Selection** Business Class Internet: Starter **Business Class Web Hosting** 2 Full Access No Business Class Internet Pretennet 4 Full Access Transfer Existing Concast.net Email No Number of Static IPs* We are the state in the second state of the second **CONCAST BUSINESS CLASS TV CONFIGURATION DETAILS** Outlet Type Service Localius Occupancy **Outlet Details** Location Unit Cost 50 Outlet - 1 Outlet - 1 Digital included ncy required the public when video only Outet-2 Outet - 2 Digital Included Additional Comments: Outet-3 Public View Digital Deluxe CATV Outel-4 Package and 10 retail packages; Ordet - 5 280 additional outlets and Outet-6 additional channels: BBC America, CBS College Sports & Outei-7 Fex Sports Houston. Outlet - 8 Outlet Details for Outlets 9 & Up Quantity Unit Cost Analog Digital Outlet Surmany 0 HDTV * Anadrea for popular where widow emby **CONCAST BUSINESS CLASS VOICE CONFIGURATION DETAILS** Phone # **Customer Equipment** Phone System Type (Key System, PBX, Other) Phone System Manufacturer Fax Machine Manufacturer Alamı System Vendur Point of Sale Device Telco Closel Location Hunt Group Configuration Details Hunt Group Features Requested (Yes/No) Hant Group Configuration Type Hant Group Pilot Number **Directory Listing Details** Directory PARTICIPATION CHARACTER Directory Liking Phone Number Toll Free # **Calling Origination Area** Associated TM Directory Living Display Name DAKK. Header Text Information ditional Voice Details DAIDL Header Code Information Caller ID (Yes/No) Standard Industry Code Information Caller IO Oliplay Hame (max 15 characters) Call Blocking (Yes/No)

No

(comcast

BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: HOUSTON ARPORT SYSTEM 106: 3550140

CUSTOMER BILLING INFORMATION						
Dilling Account Hame	HOUSTON ARPORT SYSTEM	City	Housian			
Ming Hame (3rd Party		State	TX			
Address 1	CU 10C PO Box	ZIP Code	77285			
	Fin Obtaion/Accis Payable HAS	Billing Contact Cinali	ult.lundera@touslonix.gov			
Olding Contact Hame	Ulf Landers	Billing Contact Plume	(281) 233-3367			
Tax Exempt?"	Yes	EMIng Fax Humber				
" If yes, please	provide and allock his exemption certificate.					

AGREEMENT

- 1. This Conneast Business Class Service Order Agreement sets forth the terms and conditions under which Conneast Cable Communications Management, LLC and its operating affiliates ("Conneast") will provide the Services to Customer. This Conneast Business Class Service Order Agreement consists of this document ("SOA"), the standard Conneast Business Class Terms and Conditions (Terms and Conditions"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (http://fbusiness.comoast.com/terms-conditions/index.aspx.). All capitalized terms not defined in this SOA shall reflect the definitions given to those in the Terms and Conditions. Use of the Services is also subject to the then custom thigh-Speed Internet for Business Privacy Policy located at http://business.comoast.com/terms-conditions/index.aspx (or any successor URL), and the then custom thigh-Speed Internet for Business Privacy Policy located at http://business.comoast.com/terms-conditions/index.aspx (or any successor URL), both of which Connects may update from time to time.
- 2. Each Corncast Business Class Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Concast will issue a relund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Corncast-provided equipment in good working order. In no event shall the refund exceed \$500.00.
- 3. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS CLASS VOICE SERVICE, I ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE EDI1 NOTICE:

E911 NOTICE

Comcast Business Class Voice service ("Voice") may have the E011 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice, Concast must have the correct service address for the
 Voice Customer. If Voice is moved to a different location without Concast's approval, 911 calls may be directed to the wrong emergency
 authority, may transmit the wrong address, and/or Voice (including 911) may fail allogether.
- Voice uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails, or is enhanced alter several hours.
- Voice calls, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- Conteast will need several business days to update a Customer service address in the EDF1 system. All change requests and questions should be directed to 1-800-391-3000, USE OF VOICE AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE E911 NOTICE ABOVE.
- 4. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.
- New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.
- 6. Modifications: All modifications to the Agreement, if any, must be captured in a unition Amendment, executed by an authorized Concast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE	FOR COMCAST USE ONLY
By eigning below, Conformer agrees and accepts the Terms and Conditions of finis Agreement. General Terms and Conditions can be trued at adjustment.comcent.com/serve-conditions/business.	Sates Representative: <u>Withing Tucker</u> Sates Representative Cude: <u>CROS</u>
Signature:	Sales Manager/Otrector Name: Robert Novemon
Print	Sates Manager/Director Approvat
THE	Division: Weet
Date:	Lead IC: 3558146

COMCOST. BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Hame: HOUST	FOM AIRPOR	I SYSTEM	1				W: 35	5 0 238
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Adi	dess 2 Public Vie	EW CATY Serv	Ace	State TX				
	Mane Uffluede				DP Code 7			
Suches:	Phone (261) 233-	3967			County			
	Plane (713) 568-	····		Email	-	#.leeders@hr	out back	Y day
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Business Class Voice*				Business Class Pac	kayes	·		
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Toll Free Humbers Voice - eNTA Equipment Fee						-		
VOICE - ENTA Exposure Fee	SatecScan(Ti)	Testar	i Coet	Business Class TV -				
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Web Hosting - Rustness					HSTN	x		\$209.70
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Business Class Installation Fee		Unit Cost	Telai Coel	Total Monthly	Service C	hame	$\neg \neg$	\$2,062.20
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						ATIC IP JUSTIMCATION	PORM is required.
	COMC	AST BUSINESS (LASS TV CO	WFIGU	RATION DE	TALS	
Outlet Details	1	Location	Outlet	Туре	Unit Cos	t Service	Location Occupancy
Outlet - 1		Outlet - 1	Dig	bi	Included	J	50
Outlet - 2		Outet - 2	Dig		Included		Comments:
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Oulet - 5					 	- Package	and 5 retail package
Outet - 6							ional outlets and I channels: BBC
Outet-7	····	13111111				America,	CBS College Sports
Outlet - 8						Fox Spor	ts Houston.
det Details for Outlet	s 9 & Up	Quantity	Unit Cost		Total Cost	<u> </u>	
Analog Digital							
HOTY						Outset Summ	
			*			*Applies for public	ylare vides and
	CONCA	ST BUSINESS CL	ASS VOICE C	ONFIGI	URATION D)ETAILS	
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					Pho	rie Sysiem Manuta	cluser
					F24	Machine Manufaci	urer
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					Pok	at of Sale Device	
	77				Teto	o Closet Location	
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ochine (Yeselio)				1	<u> </u>		

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BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: HOUSTON AIRPORT SYSTEM EM: 3558238

CUSTOMER BILLING INFORMATION							
Elling Account Name	HOUSTON ASSPORT SYSTEM	City	Houston				
Billing Name (3rd Party		State	TX				
Address 1	CO165 PO Box	ZIP Code	77205				
Address 2	Fin Dhiston/Accis Psystle-HAS	Billing Confact Email	voj. zholevod govelout. gov				
Billing Contact Name	Ulf Lauriurs	Billing Contact Phone	(261) 233-3867				
Tax Exempt?"	Yes	Eilling Fax Number					
" If yes, please ,	provide and attach for exemption certificate.						

AGREEMENT

- 1. This Comeast Business Class Service Order Agreement sets forth the terms and conditions under which Comeast Cable Communications Management, LLC and its operating affiliates ("Comeast") will provide the Services to Customer. This Comeast Business Class Service Order Agreement consists of this document ("SOA"), the standard Comeast Business Class Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of inconsistency among these documents, procedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (http://business.com/cast.com/terms-conditions/index.aspx). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Comitions. Use of the Services is also subject to the then current High-Spoud Internet for Business Acceptable Use Policy located at http://liusiness.com/carms-com/disons/index.aspx (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at http://business.com/cast/com/terms-conditions/index.aspx (or any successor URL), both of which Connects may update from time to time.
- 2. Each Conneast Business Class Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Conneast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Conneast-provided equipment in good working order. In no event within a cancel service.
- 3. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS CLASS VOICE SERVICE, I ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE EDIT NOTICE:

E911 NOTICE

Comcast Business Class Voice service ("Voice") may have the E911 fimilations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice. Concast must have the correct service address for the Voice Customer. If Voice is moved to a different location without Concast's approval, 911 calls may be directed to the wrong emergency. authority, may transmit the wrong address, and/or Voice (including 911) may fail altogether.
- Voice uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails, or is enhausted after several hours.
- Voice calls, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- ast will need several business days to update a Customer service address in the EO11 system. All change requests and questions should be directed to 1-800-301-3000. USE OF VOICE AFTER DELEVERY OF THIS DOCUMENT CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE E811 NOTICE ABOVE.
- 4. To complete a Voice order, Customer must execute a Comcast Letter or Authorization (TLOA') and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.
- New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.
- Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE
By signing indox, Conformer agrees and accepts the Terms and Consilions of this Agreement. General Terms and Consilions can be bound at https://doi.org/10.1001/j.com/10.0
Signature:
Print
Tile:
Date:

FOR COMCA	IST USE ONLY
Sales Representative:	William Tucker
Sales Representative Code:	C906
Sales Manager/Otrector Name:	Robert Meymon
ales Manager/Director Approvat;	
Division:	Wool
Lead IC:	3558238

COMCOST. BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: HOUST	FON ARPORT	SYSTEM	<u> </u>			D#: 3558304
	C	USTOME	REPORTER	TION (Service Location)		
Add	tress 1 16930 JO				Hauston	
Add	iress 2 Public Vie	W CATV Sen	rice	State 1		
Primary Confact	Hame UTLueder	Æ		ZIP Code		
Besiness (Phone (281) 233-	-3967		County		
Cell I	Phone (713) 560-	-6438		Enval Address	of bederage	ouslantz.gov
Pager N	umber		****	Princery Fact Number		
Technical Contact	Name			Texts Constant Con-Sale?	May .	
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Properly Manager Contact	Name			Properly May, Phone		
		COMCAS	T BUSINE	SS CLASS SERVICES		
		Solor	cition (21)	•		
Bushmen Class Voice						
Business Ches Informat						
Business Class TV			X	Service Term (Mc	miles)	60
	CON	ICAST BU	SINESS CI	LASS SERVICES DETAILS		
Business Class Voice* Water Selections				Business Class Packages		
VOICE SELECTIONS Full Feature Voice Lines	Country	Unit Cont	Total Cost	Package Hame: Total Cost: 0		
Adl. F.F. Voice Lines of plug.	-		 	1	E DESCRIPT	
4+ Lines					CULSUM .	
Saste Lines Fax Lines]		
Toll Free Numbers	+		 	11		
Voice-eliTA Equipment Fee	<u> </u>			Business Class TV - Public V	Firms*	
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Auto-Atlendant	+	 		Digital Saute Plus Digital Standard	X	
Value affirm & aptions not available in all maris	<u></u>	-		Ogical Scientisis	 ^ -	\$39.95
Business Class Internet*	*		·	Specis & Enlectament Standard	 	
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COMCOST: BUSINESS CLASS SERVICE ORDER AGREEMENT

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comcast

BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: HOUSTON AIRPORT SYSTEM

	CUSTOMER BILLIN	G IMPORMATION	
Billing Account Hame	HOUSTON AMPORT SYSTEM	City	Housion
Billing Name (3rd Party		State	TX
Address 1	CO TOC PO SIEX	ZIP Code	77205
Address 2	Fin Division/Accie Payable-HAS	Billing Contact Enrall	of Jundan Chaudral x gov
Billing Contact Hame	CRT Landors	Billing Contact Pleme	(261) 233-3967
Tax Exempt?"	Yes	Elling Fax Number	
"Hyes, please;	modile and allock loc exemption certificate.		

AGREEMENT

- 1. This Conneast Business Class Service Order Agreement sets forth the terms and conditions under which Conneast Cable Communications Management, LLC and its operating affiliates ("Conneast") will provide the Services to Customer. This Conneast Business Class Service Order Agreement consists of this document ("SOA"), the standard Conneast Business Class Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (http://business.com/cast.com/terms-conditions/index.aspx). All capitalized terms not defined in this SOA shalf reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Spend Internet for Business
 Acceptable Use Policy located at http://business.com/cast.com/lerms-conditions/index.aspx (or any successor URL), and the then current HighSpend Internet for Business Privacy Policy located at http://business.com/cast.com/lerms-conditions/index.aspx (or any successor URL), both of which Compast may update from time to time.
- 2. Each Conneast Business Class Service ('Service') carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Conneast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the relund, Customer must cancel Service within thirty days of activation and return any Conneast-provided equipment in good working order. In no event shall the refund exceed \$500 00
- 3. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS CLASS VOICE SERVICE, I ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE E911 NOTICE:

E911 NOTICE

Corncast Business Class Voice service ("Voice") may have the EB11 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice, Comcast must have the correct service address for the Voice Customer. If Voice is moved to a different location without Corncast's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or Voice (including 911) may fail allogether.
- Voice uses electrical power in the Customer's premises. If there is an electrical power outage, 011 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails, or is exhausted after several hours.
- Voice calls, including calls to V11, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- Compast will need several business days to update a Customer service address in the E911 system. All change requests and questions. should be directed to 1-800-301-3000. USE OF VOICE AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE EN11 NOTICE ABOVE.
- 4. To complete a Voice order, Customer must execute a Compast Letter or Authorization ("LOA") and submit it to Compast, or Compast's third party order entry integrator, as directed by Comcast.
- New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.
- 6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Conscast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

	CUSTOMER SIGNATURE
found of	Conformer agrees and accepts the Thoma and Agreement, General Terms and Conditions can be macrest.construm-constitions/instan.esps;
Signature:	
Print	
Title:	
Date:	

FOR COMC	AST USE COLLY
Sales Representative	William Tocher
Sales Representative Code	: C806
Sales Manager/Director Hame	Robert Newcon
Bates ManagenOtrector Approval	
Division	West
Lead ID	355334

Comcast.

BUSINESS CLASS SERVICE ORDER AGREEMENT

ACCOUNT NAME: ITOUS!	ON AND-OR	3131Fm					M: 32	55834
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Primary Confact	tame Steve Rus	nge			ZIP Code	77034		
Business F	Hone (713) 847	-4225			County			
Cell F	hone (713) 444	-5725			Small Address (ieve sungeiti	hous-fo	rix sov
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BUSINESS CLASS SERVICE ORDER AGREEMENT

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BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: HOUSTON AIRPORT SYSTEM NOT: 3266834

CUSTOMER BILLING INFORMATION							
Billing Account Name	HOUSTON ARPPORT SYSTEM	City	montos				
Ming Hame (3rd Parly		State	1X				
Address 1	COME PO Blox	ZIP Code	77205				
Address 2	Fin Dhilaton/Accis Payable-HAS	Billing Contact Enuit	ull immirração conforda gov				
Billing Contact Name	Ulff & modure	Billing Confact Phone	(261) 233-3067				
Tax Exempt?"	Yes	Billing Fax Humber					
"#yes, please ;	provide and alloch fax exemption certificate.						

AGREEMENT

- 1. This Comcast Business Class Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Class Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Class Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set torth in the Terms and Conditions (http://business.comcast.com/terms-conditions/index.aspx.). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Of the Services convicents conditions. The Order of the Services - 2. Each Conneast Business Class Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Conneast will issue a return for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service tees excluded. In order to be eligible for the return, Customer must cancel Service within thirty days of activation and return any Conneast-provided equipment in good working order. In no event shall the return exceed \$500.00.
- 3. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS CLASS VOICE SERVICE, I ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE EPI1 NOTICE:

E911 NOTICE

Compast Business Class Voice service ("Voice") may have the E011 fimilations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice, Concast must have the correct service address for the
 Voice Customer. If Voice is moved to a different location without Concast's approval, 911 calls may be directed to the wrong emergency
 authority, may transmit the wrong address, and/or Voice (including 911) may fail allogether.
- Voice uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails, or is enhancised after several hours.
- Voice calls, including calls to 011, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- Contrast will need several business days to update a Customer service address in the E911 system. All change requests and questions should be directed to 1-800-391-3000. USE OF VOICE AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE E911 NOTICE ABOVE.
- 4. To complete a Voice order, Customer must execute a Concast Letter or Authorization ("LOA") and submit it to Concast, or Concast's third party order entry integrator, as directed by Concast.
- New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.
- 6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Concast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE	
By signing helow, Conform agrees and accepts the Terms and Consillanc of this Agreement. General Terms and Consillanc can be feeted of the Agreement. General Terms and Consillanc can be feeted of the Consillance of the Con	Safe Sales Rep
Signature:	Sales Manag
Print	Rates Managert
Tile	1
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FOR COMCAST USE ONLY		
Sales Representative:	William Tucker	
Sales Representative Code:	CP08	
Sales Wanages/Director Name:	Reteri Newson	
Bales Manager/Director Approvat:		
District	yeard	
Lead IC:	\$266834	



BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: HOUSTON ARRPORT SYSTEM

ID#: 3266834

BUSINESS CLASS: CUSTOM INSTALL	ATION & CONSTRUC	TION ADDENDUM
CUSTOMER INFORMAT	ION (Service Location)	
Address 1 11982 AEROSPACE SLVD	City Hou	don
Address 2 Building 518 - Public View CATV	State TX	
Primary Curtiad Name Sieve Runge	ZIP Code 7703	4
Business Phane (713) 847-4225	County	
Cell Plume (713) 444-5725	Email Address sien	e runger@housborin.gov
Pager Number	Primary Fax Humber	
TECHNICAL CUSTOMER CONTACT	NECOMATIVA (Service)	I nazational
Technical Contact Name	Tech Contact On-Sile? No)
Technical Confact Business Properly Manager Confact Name	Technical Contact Email	
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CUSTOMER BILLI	IG INFORMATION	
Dilling Account Name INCOSTON AND ORT SYSTEM	City Housins	
Billing Name (3rd Parly	State TX	
Address 1 Offic PO Box	ZIP Code 77285	
Address 2 Fin Division/Accin Psymble HAS	Billing Contact eff.leader	-Ghoustanix gov
Billing Contact Name SIFE andors	Billing Contact (261) 233-	3967
Tax Exempl?" Yee	EMMing Fax	
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CUSTOM MISTALLATION AND		
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Total Cui	usion: Installation Fees: \$22,427.80	
Less F	ess Fees Pald by Corecast* \$22,427.86	
Fees Due Concast \$6.00		\$0.00
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CUSTOMER SIGNATURE	FOR COMCAST USE ONLY	
By signing below, Cusiomer agrees and accepts the Terms and Conditions of lints Agreement. General Terms and Conditions can be	Sales Representative: William Tucher	
kound ai	Sales Representative Code: 6808	
Hüpufbushess.comcast.com/emis-conditions/index.aspx. Skinsibre:	Sales Manager/Direct	or Robert Messoon
Print:	Sales Manager/Director	
	Division: West	
Date:	Lead ID: 3266634	
	Lead	- - 1103

OrderForm Vestion v9 Page 4 of 4

EXHIBIT "B-3"

Business Services Customer Terms and Conditions

COMCAST BUSINESS SERVICES

BUSINESS SERVICES CUSTOMER TERMS AND CONDITIONS

The Customer named on the Concext Business Class Service Order Agreement and Concext agrees that the terms and conditions on the Concext Business Class Service Order Agreement and these terms and conditions constitute the agreement (the "Agreement") for the prevision of the Services selected by Customer and designated on a Service Order. Services may include Concext Business Class commercial high-speed internet services ("Internet"), Concext Business Class commercial digital voice services, including advanced voice, tall free and trank services ("Voice"), Concest Business Class commercial cable television services ("Video") and Concext Business Class public view commercial cable selevision services ("Public View Video") (anch a "Services" and collectively "Services").

The terms and conditions in the "CENERAL TERMS AND CONDITIONS" section below ove applicable to all Services. Additional terms and conditions apply to the Vilia, Internet and the Vilia Service and should be reviewed in either the "ADDITIONAL TERMS APPLICABLE TO INTERNET SERVICE" section, "ADDITIONAL TERMS APPLICABLE TO VOICE SERVICE" section, the "ADDITIONAL TERMS APPLICABLE TO VIDEO SERVICE AND PUBLIC VIEW VIDEO SERVICE" section, or the "ADDITIONAL TERMS APPLICABLE TO PUBLIC VIEW VIDEO SERVICE" section, et the "ADDITIONAL TERMS APPLICABLE TO PUBLIC VIEW VIDEO SERVICE" section, et applicable.

CENERAL TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

Affiliate: Any entity that controls, is controlled by or is under common control with Connest.

Agreement: These texas and conditions and the Service Order Agreement executed by Customer.

Concest: The operating company subsidiary of Concest Corporation that comes and/or operates the cable television system in your area and/or the subsidiary that is the Concest Voice Service provider.

Conncust Equipment: Any and all facilities, equipment or devices provided by Conncust or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not bioried to, all terasinals, wires, modents, lines, circuits, parts, routers, gateways, switches, channel service units, data service units, data service units, data service units, data service units, and racks. Notwithstanding the above, inside telephone wiring, whether or not installed by Conncest, shall not be considered Conncest Equipment.

Confidential Information: All information regarding either party's business which has been marked or is otherwise concumulated as being "progrietary" or "confidential." or which research should be known by the neceiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not maded, the Agreement, all Licensed

Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and plumed maintenance) and invoices, as well as the parties' communications regarding such items.

Customer-Provided Equipment: Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

Licensed Software: Computer software or cade provided by Concert or required to use the Services, including without limitation, associated documentation, and all updates thereto.

Party: A reference to Conscust or the Customer; and in the plural, a reference to both companies.

Service(s): The Public View Video, Video, Internet, Toll Free Trank and Voice services provided by Concest to Customer described in one or more Service Order(s). All Services are for commercial use only.

Service Commencement Date: The data(s) on which Conscist first unites Service stratishle for use by Customer. A single Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Order: A ruquest for Concast to provide the Services to Service Location(s) submitted by Customer to Concast (a) on a then-current Concast form designated for that purpose or (b) if available, through a Concast electronic order processing system designated for that purpose.

Service Order Agreement: The agreement under which all Service Orders are submitted to Comcest.

Service Location(s): The Customer location(s) where Councast provides the Services.

Service Term: The duration of time (commencing on the Service Countencement Date) for which Services are ordered, as specified in a Service Order.

Thriff: A federal or state Councast tariff and the successor documents of general applicability that replace such tariff in the event of detariffing.

Bermination Charges: Charges that may be imposed by Conscast if, prior to the end of the applicable Service Term. (a) Conscast terminates Services for cause or (b) Customer terminates Services without cause. Termination Charges with respect to each terminated Service Order shall equal, in addition to all amounts payable by Customer in accordance with Sertion 5.3, seventy-five percent (15%) of the remaining manshiy fires that would have been payable by Customer under the Service Order if the Service Service Order had been provided until the end of the Service Trum. In the event the Agreement is terminated as herein described during the initial Service Term, Termination Charges shall also include one hundred percent (100%) of any amount paid by Conscast in commention with Custom Installation, as that term is defined in Section 2.7, for the Services provided by Conscast under the Service Order.

ARTICLE 2. DELIVERY OF SERVICES

- 2.1 Orders. Customer shall submit to Concust a properly completed Service Order to initiate Services to a Service Location(s). A Service Order shall become binding on the parties when (i) it is specifically accepted by Concust either electronically or in writing, (ii) Concust begins providing the Services described in the Service Order or (iii) Concust begins Custom Installation (as defined in Section 2.7) for delivery of the Services described in the Service Order, whichever is earlier. When a Service Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.
- 2.2 Speed. Concert makes no representation regarding the speed of the Internet Service. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of workstations using a single connection.
- 2.3 Access. Customer, at no cost to Concest, shall secure and maintain all necessary rights of access to Service Location(s) for Concest to install and provide the Services, unless Concest has secured such access prior to this Agreement. In addition, Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Concest Equipment used to provide the Services within the Service Location(s). Concest and its employees and authorized contractors will require free ingress and opens into and out of the Service Location(s) in connection with the provision of Services. Upon reasonable notice from Connect, Customer shall provide all required access to Connect and its authorized personnel.
- 2.4 Service. Commencement Date. Upon installation and camention of the necessary facilities and equipment to provide the Services, or in the case of Voice, the day Voice Service is activated, Comment shall notify Castonaer that the Services are available for use, and the date of such notice shall be called the "Service Commencement Date." Any failure or refinal on the part of Castonaer to be ready to receive the Services on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.
- 2.5 Concent Equipment. Concest Equipment is and shall retonic the property of Concest segurifiers of where installed within the Service Location(s), and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time Concest may remove or change Concest Equipment in its sole discretion in connection with providing the Services. Customer shall not move, resumege, disconnect, remove, attempt to repair, or otherwise temper with any Concest Equipment or permit others to do so, and shall not use the Concest Equipment for my purpose other than that multorized by the Agreement. Concest shall maintain Concest Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at Concest's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Concest Equipment. Customer is responsible for durings to, or loss of, Concest.

- Equipment caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other causalty at the Service Location(s), maless caused by the negligence or willful misconduct of Councast. Cautomer agrees not to take any action that would directly or indirectly impair to any cleim, lies, encombrance, or legal process, except as otherwise agreed in writing by the Parties. Following Councast's discontinuance of the Services to the Services Location(s), Councast retains the right to remove the Councast Equipment including, but not limited to, that portion of the Councast Equipment including, but not limited to, that portion of the Councast Equipment located within the Service Location(s). To the extentionless treatment of the responses to the service Location(s) to its prior condition, went and terr excepted.
- 2.6 Castomer-Provided Equipment. Councust shall have no obligation to install, operate, or maintain Customer-Provided Equipment. Customer alone shall be responsible for providing maintenance, sepair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the cubic modern, some and/or conxist input connection. All Customer-Provided Equipment and writing that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, assistenance or aspairs attempted or performed by Councust's employees or amborized contractors when the difficulty or trouble report results from Customer-Provided Equipment.
- 2.7 <u>Kunjineering Review</u>. Each Service Order submitted by Customer shall be subject to an engineering review by Councast. The engineering review will determine whether the content must be extended, built or upgraded in order to provide the ordered Services at the requested Service Location(s), or whether Service installation has to be expedited to meet the Customer's requested Service Commencement Date ("Custom Installation in the event Service installation at any Service Location will require an additional one-time installation fee ("Custom Installation Fee"). Customer will luste five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Service Onlier with respect to the affected Service Location(s).
- 2.8 Administrative Web Site. Connerst may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of the Services (each, an "Administrative Web Site"). Concent may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Councast if there has been an unauthorized release, use or other compression of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site, and Councast shall be entitled to rely on all Customer uses of

and submissions to the Administrative Web Site as authorized by Customer. Councast shell not be liable for any loss, cost, expense or other liability arising out of any Customer was of the Administrative Web Site or any information on the Administrative Web Site, Councast may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.

ARTICLE 2. CHARGES BULLING AND PAYMENT

- 3.1 <u>Charges.</u> Customer shall pay Councest one handred percent (180%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all charges associated with the Services, as set forth or refi renced in the applicable Service Order(s) or invoiced by Councast. These charges may include, but are not limited to installation charges, monthly recurring service charges, using charges including without limitation charges for the use of Concest Equipment, per-call charges, pay-per-view charges, charges for service calls, amintenance and repair charges, and applicable federal, state, and local toxes, fires, surcharges and racouproses (however designated). Some Services such as men per-call charges, pay-per-view movies or events, and interactive television (as explained below in the Voice, Video and Public View Video Additional Texas) may be invoiced after the Service has been purvided to Custos ser. Except as otherwise indicated erein or on the applicable Service Order(s), monthly recurring ages for Internet Services shall not increase during the initial Service Term. Except as otherwise indicated herein or an the applicable Service Order(s), Voice Service pricing lists with on charges and fees can be found at http://www.comcest.com/corporate/about/phonetecomofessvice/c onecastificitativoice/cdvbusiness band
- 3.2 Third-Ently Charges. Customer may incur charges from third party service providers that are separate and apart from the amounts charged by Councest. These may sinchele, without limitation, charges sessiting from accessing on-line services, calls to parties who charge for their telephone based services, punchasing or subscribing to offur officings via the linteract or interactive options on Public View Video, Video, or otherwise. Customer agrees that all such charges, inchaling all applicable tunes, are Customer's sole responsibility. In addition, Customer is solely susponsible for protecting the security of credit coul information provided to others in cannection with such transactions.
- 2.3 Payment of Bills. Except as otherwise indicated herein or on the Service Order(s), Comcast will issuoice Customer in advance on a mouthly besis for all mouthly recurring Service charges and face arising under the Agmentent. All other charges will be billed mouthly in assens. Customer shall make payment to Councast for all invoiced amounts within thirty (30) days after the date of the invoice. Any amounts not paid to Councast within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's next mouthly invoice shall include a pro-rated charge for the Services, from the date of installation to the first

day of the new billing. In certain cases, Councast may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between Customer and the third party. Councast shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

- 3.4 Partial Payment, Partial payment of any bill will be applied to the Customer's outstanding charges in the amounts and proportions as solely determined by Comcast. No acceptance of partial payment(s) by Concast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.
- 3.5 Payment by Grellit Card. Upon Costomer's written request and Commen's acceptance of such request, Comment will accept certain credit card payments for charges generated under the Agreement. By providing Conscust with a credit card number, Customer authorizes Councust to charge the card for all charges generated under this Agracueut, until (i) this Agreement is term unted or (ii) Contourer provides sixty (60) days prior notice that Conncust stop charging the credit card. Cast agrees to paswide Concest with updated credit card or alternate payment information on a timely basis prior to the expiration or termination of the credit coul on file or in the event that Customer's credit card limit is or will be insufficient to cover payment. If Councies is smable to charge Customer's credit card for any reason, Customer agrees to pay all amounts due, in ladio ng may late proponent changes or bunk charges, upon demand by Comcast. Comcast may limit the option to pay by credit card to specific Services or may discoutin ne acceptance of credit card payments in whole or in part upon thirty (30) days prior notice to Cestomer.
- Credit Approval and Deposits. Initial and ongoing 3.6 delivery of Services may be subject to credit approval. Customer shell provide Concast with credit information. requested by Conscust. Customer authorizes Conscust to make imprisies and to receive inflormation about Customer's credit history from others and to enter this information in Contourer's records. Customer represents and warments that all credit information that it provides to Councest will be true and correct. Concest, in its sole discretion, may deay the Services based upon an mentiofactory credit history. Additionally, subject to dicable regulations, Conscust may require Customer to make a deposit (in an amount not to exceed an estimated two-month's charge for the Services) as a condition to Concest's provision of the Services, or as a condition to Conscent's continuation of the Services. The deposit will not, unless explicitly required by low, bear interest and shall be held by Conscent as security for the Services, or as a com dition to Concest's contin payment of Customer's charges. If the provision of Service to Customer is terminated, or if Councest determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit will be credited to Customer's account or will be refunded to Customer, as determined by Comcast.

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- 3.7 Excess and Fees. Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer will be responsible to pay any Service fees, payment obligations and taxes that become applicable automotively.
- 3.8 Officer Conversament-Roboted Coefe and Fees Consent reserves the right to invoice Customer for my fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental budies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees (if any), regardless of whether Connecut or its Affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Contoner. These obligations may include those imposed on Connect or its affiliates by an order, rule, or regulation, as well as those that Connect or its affiliates are required to collect from the Customer or to pay to others in support of statutory or regulatory programs. For example, Voice customers are charged a manthly regulatory accovery fee to help defray Councast's contributions to namicipal, state, and federal programs including, without limitation, universal service, telecom relay services for the visually/heming impaired, and 911/E911 programs and infrastructure. This regulatory recovery fee is not a tax, and it is not government-mandated. Traces and other government-related fees and surcharges may be changed with or without notice,
- 3.9 Disputed Immice. If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a unitien claim, including all documentation substantiating. Customer's claim, to Concest for the disputed amount of the invoice by the invoice due date. The Parties shall negatiate in good faith to resolve the dispute. However, should the patties fail to matually resolve the dispute within sixty (60) days after the dispute was submitted to Concest, all disputed amounts shall become immediately due and psyable to Concest.
- 3.10 Partition Amounts. Any undisputed payment not made when due will be subject to a reasonable late charge not to excued the highest rate allowed by law on the supoid invoice. If Customer's account is delimpost, Connect may refer the account to a collection agency or attorney that may pursue collection of the past due assessed and/or any Connect Registrates that Customer fails to return in accordance with the Agreement. If Councust is required to use a collection agency or attorney to collect may amount over the Customer or any unreturned Councast Registrates, Customer agrees to pay all reasonable casts of collection or other action. The memedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Connect under the Agreement or at law or in equity.
- 3.11 <u>Rejected Payments</u>. Rucept to the entent otherwise poshibited by law, Castomer will be assessed a service charge up to the full smoomt permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

3.12 Frandalent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Services, even if incurred as the result of frandalent or unauthorized use of the Services. Comment resp, but is not obligated to, datect or report unauthorized or frandalent use of Service to Customer. Comment reserves the right to restrict, suspend or discontinue providing my Service in the event of frandalent use by Customer.

ARTICLE 4. TERM

- 4.1 Agreement Texm. This Agreement shall terminate upon the expiration or other termination of the final existing Service Order entered into under this Agreement. The texm of a Service Cotter shall commence on the Service Commencement Date and shall terminate at the end of the stated Service Texm of such Service. Unless otherwise stated in these terms and conditions, if a Service Order does not specify a term of service, the Service Texm shall be one (1) year finan the Service Commencement Date.
- Service Order Renewal. Upon the expiration of the Service Term, this Agreement and each applicable Service Onler shall automatically sensor for successive periods of one (1) year ench ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Tenn or the then consent Research Term, or in the case of Louisiana Castomers, notice of nonrenewal is delivered to Conscret within thirty (30) days following the expiration of the Service Term or the then current Renewal Term. Except as otherwise identified in the Agreement, at any time during initial Service Texas and from time to time thereafter, Councast may increase the charges for Voice and/or Video Services subject to thirty (30) days prior notice to Customer. Effective at my time after the end of the initial Service Texas and from time to time thereafter, Councast may modify the charges for Internet Services subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Contenue full to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.

ARTICLE 5. TERMINATION OF ACREEMENT AND/OR. A SALES ORDER

5.1 The minution for Convenience. Notwithstending may other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agraement in whole or part, at any time during the Service Term upon sixty (60) days prior notice to Councast, and subject to payment to Councast of all outstanding amounts due for the Services, any and all applicable Termination Charges, and the return of any and all Councast Regisponent.

5.2 <u>Termination for Conse.</u>

(a) If Customer is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within ten (10) days after receipt of notice of default, or has failed to make payments of all

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undisputed charges on or before the due date on three (3) or more occasions during may twelve (12) month period, Concast may, at its option, terminate this Agreement, terminate the affected Service Orders, suspend Service under the affected Service Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Orders as a condition of continuing to provide the Services. However, Concast will not take any such action as a result of Customer's non-payment of a charge that is the subject of a timely billing dispute, unless the paties have reviewed the dispute and determined in good faith that the charge is correct.

- (b) If either party breaches any material term of this Agreement and the branch continues without rangedy for thirty (30) days after notice of default, the non-defaulting party may tensione for cause any Service Order materially affected by the breach.
- (c) A Service Order may be terminated by either party immediately upon notice if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated business, or been involved in an assignment for the benefit of its cruditors.
- (d) Termination by either party of a Service Order does not waive any other rights or remedies that it may have under this Agreement.
- Effect of Expiration or Termination of the 53 gramment or a Service Order. Upon the explention or emination of a Service Order for may remon: (i) Concest may disconnect the applicable Service; (ii) Councast many delete all applicable data, files, electronic messages, voicemail or other information stored on Concest's servers or systems; (iii) if Costomer has terminated the Service Order prior to the expiration of the Service Term for convenience, or if Councast has terminated the Service Order prior to the expiration of the Service Term as a sessalt of material breach by Costomer, Concest may assess and collect from Contonner applicable Termination Charges; (iv) Customer shall, permit Conscast access to retrieve from the applicable Service Lucations any and all Councast Equipment (however, if Customer fails to permit access, or if the retrieved Conscent Equipment has been descaged and/or destroyed other than by Conscent or its agents, normal wear and tear excepted, Councest may invoice Contourer for the full sephicement cost of the selevant Councast Equipment, or in the event of minor dunage to the serviewed Concest Equipment, the cost of repair, which amounts shall be immediately due and payable); and (v) if used in conjunction with the tecnionted Service, Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return the Licensed Software to Concest.
- 5.4 Regulatory and Legal Changes. The parties acknowledge that the sespective rights and obligations of each party as set forth in this Agreement upon its execution are based on law and the regulatory environment as it exists on the date of exception of this Agreement. Concast may, in its sale discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or

government agency, and that change affects Councast's ability to provide the Services herein.

ARTICLE 6. LIMITATION OF LIABILITY. DISCLAIMER OF WARRANTIES: WARNINGS

- NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCERNITAL, INDERECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETEER OR NOT PORRSERABLE, OF ANY KIND INCLUDING RUIT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABULITY ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HERRIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST OR FOR EARLY TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, THE ENTIRE LIABILITY OF COMCAST AND ITS OFFICERS, DIRECTORS, EMPLOYERS, AFFILIATES, AGENTS, SUPPLIERS OR CONTRACTORS ("ASSOCIATED PARTIES") FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DRLAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERPORMANCE OF THE SERVICES OR THE COMCAST BOURMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT, REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.
- 62 THERE ARE NO WARRANTIES, EXPRESS OR IMPLED, INCLUDING WITHOUT LIMITATION ANY IMPLED WARRANTY OF MERCHANTABELITY, PITNESS POPE A PARIECULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVECES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE. ALL SUCH WARRANTIES ARE HERREY EXPRESSLY DESCLAIMED TO THE MAXIBAUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMCAST DOES NOT WARRANT THAT THE SERVECES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-PREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVECES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE WILL MERT YOUR REQUIREMENTS, OR THAT THE SERVECES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE WILL MERT YOUR REQUIREMENTS, OR THAT THE SERVECES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE WILL PREVENT UNAUTHORIZED ACCESS BY THEND BARTIES.
- 6.3 COMCAST MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, COMCAST EQUIPMENT, OR LICENSED SOFTWARE FOR USE BY THIRD PARTIES.
- 6A IN NO EVENT SHALL COMCAST, OR ITS ASSOCIATED PARTIES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR BELATED TO: (1) STORED,

TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) ENTEROPERABELITY, INTERACTION OR THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (w) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARDWAFE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARDWAFE OR FROM ANY ATTEMPT TO REMOVE IT

- DESCRIPTION OF SERVICE. The Services are not fiel-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment (High Risk Activities"). These High Risk Activities may include, without himitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Customer expressly assumes the risks of any damages resulting from High Risk Activities. Conscart shall not be liable for any inconvenience, loss, liability, or during resulting from any interruption of the Services, directly or indirectly curred by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Customer or Customer-Registrement; installity to obtain access to the Service Lucations; are of any television signal at the transmitter; failure of a fications establish; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; multiclous mischief; fire, flood, lightening, earthquake, wind, i.e., extreme weather conditions or other acts of God; feibute or reduction of power; or any count order, law, act or order of government restricting or prohibiting the operation or delivery of the Services.
- 6.6 Customer's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or invitation of implied warranties or does not allow the limitation or exclusion of forcidental or consequential duranges. In those states, the liability of Concest and its affiliates and agents is limited to the maximum extent permitted by law.

ARTICLE 7. INDICAMIFICATION

7.1 Subject to Article 6, each Party ("Indeaunifying Party") will indeaunify and hold harmless the other Party ("Indeaunified Party"), its affiliates, afficers, directors, employees, stockholders, partners, providers, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attomers, accomments, and experts, arising from any and all claims, damands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Canine") relating to: (i) any Chino of any third party resulting from the negligence or willful act or outsistion of Indeaunifying Party arising out of or related to the Agreement, the obligations hereunder, and uses of Services,

Concest Equipment, and Licensed Software; and (ii) any Chaim.
of any third party alleging infringement of a U.S. patent or U.S.
copyright arising out of or related to this Agraement, the
obligations herounder, and the use of Services, Communit
Equipment, and Licensed Software.

7.2 The Indexunifying Purty agrees to defend t Indexunified Purty for any loss, injury, liability, claim or deman ("Actions") that is the subject of Article 7 hereof. Indemnified Purty agrees to notify the Indemnifying Purty d, and to promptly, in writing, of any Actions, florestened or acts rate in every remountile way to facilitate the defense or settlement of such Actions. The Indennifying Party shall ne the defence of any Action with counsel of its own choosing, but which is reasonably satisfactory to the mified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnitying Party shall have the right to settle im for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refinin from taking my action or purports to obligate the Indomnified Purty, then the Indemnifying Purty shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE & SOFTWARE & SERVICES

- 8.1 Lineaue. If and to the extent Customer requires the use of Liceaued Software in order to use the Services supplied under any Service Order, Customer shall have a personal, nonexclusive, nontransferable, and limited liceaue to use the Liceased Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Texas. Customer may not claim title to, or an ownership interest in, any Liceased Software (or any derivations or improvements thereto) and Customer shall execute any documentation reasonably required by Concast, including, without limitation, end-user licease agreements for the Liceased Software. Concast and its suppliers shall retain ownership of the Liceased Software, and no rights are granted to Customer other than a licease to use the Liceased Software under the terms apprecially set forth in this Agreement.
- 8.2 Restrictions. Customer agrees that it shall not: (i) capy the Licensed Software (or any upgrades theseto or nelated written materials) except for emergency back-up purposes or as permitted by the expuess written consent of Comcast, (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.
- 8.3 <u>Updates</u>. Customer acknowledges that the use of the Services may periodically require updates and/or changes to certain Licensed Software resident in the Concast Regigment or Customer-Provided Equipment. If Concast has agreed to provide updates and changes, Concast may perform such updates and changes remotely or on-site, at Concast's sole option. Customer hereby consents to, and shall provide free

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access for, such updates deemed renounably necessary by Conscept.

- 8.4 Omnership of Telephone Numbers and Addresses. Customer acknowledges that use of the Services does not give it my swareship or other rights in my telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("BP") addresses, e-mail addresses and web addresses.
- 8.6 <u>Intellectual Property Rights in the Services.</u> Title and intellectual property rights to the Services are owned by Concest, its agents, suppliers or affiliates or their licensers or otherwise by the owners of such anterial. The copying, redistribution, reselling, bundling or publication of the Services, in whole or in part, without express prior written consent from Concest or other owner of such austerial, is published.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

- 9.1 Disclosure and Use. All Confidential Information shall be kept by the receiving purty in strict confidence and shall not be disclosed to any third purty without the disclosing purty's express written consent. Notwithstanding the fungoing, such information may be disclosed (i) to the receiving purty's employees, affiliates, and agents who have a need to know for the puspose of performing this Agraement, using the Services, rendering the Services, and marketing adulted products and services (provided that in all cause the nuceiving purty shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Buch purty agrees to treat all Confidential Information of the other in the sume manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.
- 9.2 Exceptions: Notwithstanding the foregoing, each party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the neceiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.
- 9.3 Remedies. Notwidestanding any other Article of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 9, including, but not limited to, injunctive relief.
- 9.4 Monitoring. Conscist shall have no obligation to monitor postings or transmissions made in connection with the Services, however, Castoner acknowledges and aguess that Conscist and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this Agraement, and as otherwise required by law or government request. Conscist

reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in Comcast's sole discretion, is unacceptable, undesirable or in violation of this Agreement.

AKTECLE 9A: CUSTOMER PRIVACY POLICIES

In addition to the provisions of Article 9, the privacy policy below applies to Conscast's landling of Customer confidential information. In the event of a conflict between the provisions of Article 9 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict.

- A copy of Courant's privacy policy is available at http://business.com/customes-privacy-statement/ index.supx (or any successor URL).
- 9A.2 Privacy Note Regarding Information Provided to Third Parties: Concast is not responsible for any information provided by Castomer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Castomer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

ARTICLE IA. PROBERTED USES

- 10.1 Retaile. Contourer many not sell, sessell, sublense, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without himitation, in any joint venture or as put of any outsourcing activity) the Services or any component thereof.
- 10.2 <u>Use Policies</u>. Customer agrees to ensure that all uses of the Councast Equipment and/or the Services installed at its mensions ("use") are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("user"), whether authorized by Customer or not. comply with all applicable laws, regulations, and written and ic instructions for use. Connest reserves the right to act numediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or usus, if Concest (i) determines that such use or information does not conform with the requirements set facilit in this Agreement, (ii) desermines that such use or information interferes with Conscast's ability to provide the Services to Customer or others, (iii) sensonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Purthermore, the Services shall be subject to one or more Acceptable Use Policies ("AUP") that may limit use, or (iv) sussandily believes that Oustomer's use of the Service interfe with or endongers the health and/or safety of Conscent personnel or third parties. The AUP and other policies concerning the Services are posted on Conncest's web site(s) at http://business.com/acceptable-use-policy/index.espx (or any successor URL) or on another web site about which mer has been notified, and are incorporated to this Agreement by reference. Conscist may update the use policies from time to time, and such updates shall be deemed effective seven (7) days after the update is posted online, with or without

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actual notice to Customer. Accordingly, Customer should check the above web addresses (or the applicable successor URLs) on a negular basis to ensure that its activities conform to the most current version of the use policies. Concast's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or may other users' use or information.

10.3 Violation. Any breach of this Article 10 shall be decaded a material breach of this Agreement. In the event of such material breach, Conscast shall have the right to restrict, suspend, or tesusionte immediately any or all Service Orders, without liability on the part of Concast, and then to notify Customer of the action that Concast has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

ARTICLE IL SERVICE CREDITS

11.1. Credit Allowances. Courcest will allow a pro-rate credit against future payment of the net monthly recurring clarges (exclusive of nonnecurring charges, other one-time charges, per call charges, measured charges, regulatory free and surfaces, tones, and other governmental and quesi-governmental faces) for a Service Interruption, except as specified below or as may otherwise be legally required ("Cradit"). "Service Interruption" shall mean a break in transmission that aemies the Service unusable for transmission and acception. For the purposes of calculating a Cradit allowance, the Service Interruption in the parties of the Service to Courcest, a transle ticket is opened, and the Service is released to Courcest for testing and repair. The Service Interruption ends when the affected portion of the Service has been restored and Courcest has closed the trushle ticket. Service Interruption time does not include interruptions of less than thirty (30) minutes' duration. Credits will be as follows:

Length of Service Interruption	Amount of Credit
Less than 30 minutes	None
At least 30 minutes but less than 3 hours	1/8 of a day
At least 3 hours but less than 6 hours	1/4 of a day
At least 6 hours but less than 9 hours	2/5 of a day
At least 9 hours but less than 12 hours	1/2 of a day
At least 12 hours but less than 15 hours	4/5 of a day
At least 15 hours and up to and including	-
24 hours	l fall day

The total manufer of credit allowances per month shall not exceed the total monthly recurring charge for the officeted Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Credit from Conncest within 30 days of the interruption.

11.2 Exceptions to Credit Allowances. A Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; may third party not contracted through Connest, including, without

limitation, Customer's users, third-party network providers; any power, equipment or services provided by third parties, or an event of force unjoure as defined in this Agreement, unless otherwise provided under applicable low. The reaneties set forth in this Article 11 shall be Customer's sole and exclusive sensely for any Service Interception in the Services, outage, unavailability, delay or other degradation in the Services or any Concert failure to meet the objectives of the Services.

ARTICLE 12. INSURANCE

- 12.1 Connext shall maintain during the Initial Term or any Renewal Term communical general liability insurance that covers its liability and obligations have under including property durings and personal injury.
- 12.2 The liability limits under these policies shall be, at a minimum, one million (\$1,600,000) dollars per occurrence, with a combined single limit for bodily injury and property duringe liability.

ARTICLE 13. MISCELLANEOUS TERMS

- 13.1 Parce Majeure. Neither purty shall be liable to the other purty for my delay, failure in performance, loss, or damage to the extent crusted by force majeure conditions such as acts of God, fire, explosion, power blackout, cuble cut, acts of regulatory or governmental agencies, marsaliability of right-of-way, unavailability of services or austerials upon which the Services rely, or other causes beyond the purty's reasonable control, except that Customer's obligation to pay for Services provided shall not be excused. Changes in economic, business or competitive condition shall not be considered force unjeare events.
- 13.2 Assignment and Trunsfer. Neither Party shall assign any right, obligation or doty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unseasonably withheld. The foregoing motorithstunding, Councast may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, Concent may partially assign fir rights and obligations becomider to any party that acquires from Councast all or substantially all of the assets of a cable funchise(s) in which the Services is deployed to Customer. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.
- 13.3 Expart Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement any be subject to U.S. export laws and regulations, and any foreign use or transfer of such products, software, and technical information must be authorized under those regulations. Customer agrees that it will not use distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) encept in compliance with U.S. export regulations. If required by Connects, Customer also agrees to sign written assumnces and other export-related documents as any be required for Connect to comply with U.S. export regulations.

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- 13.4 Matices. Except as otherwise provided in this Agreement, say natices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given vin personal delivery, ovenight courier, or vin U.S. Certified Mail, Ratura Receipt Requested. Notices to Contener shall be sent to 500 South Gravers Rand, Plymouth Meeting, BA 19462, Attn: Director of Business Customer Operations, with a copy to: Connext Cable Communications Management, LLC, One Connext Center, 1701 IFK Blod, Philadelphia, BA 19103, Attn.: Senior Vice President & General Conned. All such notices shall be deemed given and effective on the day when delivered by overnight delivery service or certified mail.
- 13.5 Entire Understanding. The Agreement constitutes the entire understanding of the parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the puties' rights or obligations relating to the Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not expressly provided for in this Agreement are of no effect. Tenns or conditions contained in my purchase order, or restrictive endorsements or other ents on any from of payment, shall be void and of no force or effect. Only specifically authorized representatives of Concest may make modifications to this Agreement or this Concest may make m us to this Agreement or this Agreement's form. No modification to the form or this Agreement rande by a representative of Councies who has not been specifically authorized to make such madifications shall be binding upon Councest. No subsequent agreement among the parties concerning the Services shall be effective or binding a it is executed in writing by authorized representatives of both
- 13.6 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file turiffs with regulatory agencies for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Thriffs. Without limiting the generality of the foregoing, in the event of my inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent pennisted by how, and Conocast shall take such steps as are required by lew to make the rates and other turns enforceable. If Conocast voluntarily or involuntarily cancels or withdraws a Tariff under which a Service is provided to Costomer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Twiff immediately prior to its cancellation or withdrawal. In the event that Councest is required by a governmental authority to modify a Tariff under which Service is provided to Customer in a menner that is material and adverse to either pasty, the affected party may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other party, without further lishility.

- 13.7 <u>Construction</u>. In the event that my postion of this Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable postion with mother provision that, as nearly as possible, reflects the original intention of the parties, and the semainder of this Agreement shall remain in full force and effect.
- 13.8 Survival. The rights and obligations of either purty that by their nature would continue beyond the expiration or termination of this Agreement or any Service Order, including without limitation representations and warranties, indemnifications, and limitations of liability, shall survive termination or expiration of this Agreement or any Service Order.
- 13.9 <u>Choice of Low.</u> The domestic lew of the state in which the Services are provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal low.
- 13.10 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide sny third purty (including users) with any remedy, claim, liability, reinducement, cause of action, or other right or privilege.
- 13.11 No Waisser. No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s).
- 13.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or purtues of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
- 13.13 Article Hendings. The article hendings used herein use for reference only and shall not limit or control any tenn or provision of this Agreement or the interpretation or construction thereof.
- 13.14 Compliance with Laws. Each of the Puties agrees to comply with all applicable local, state and federal lows and regulations and ordinances in the performance of its respective obligations under this Agreement.

ADDITIONAL TERMS APPLICABLE TO INTERNET SERVICES

In addition to Articles 1 through 13 above, Articles 14 and 15A are specifically applicable to Internet Service:

ARTICLE 14: WEB HOSTING. If Customer submits a Service Order(s) for web hosting services, the following terms shall also apply:

14.1 Anthorization. By using the Services to publish, transmit or distribute material or content, Customer (i) warrants that the material or content complies with the provisions of the

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Agreement, (ii) mathorizes Courast, its agents and affiliates to reproduce, publish, distribute, and display such content worldwide and (iii) warrants that Customer has the right to powide such authorization. Customer acknowledges that material posted or transmitted using the Services any be capied, republished or distributed by third parties, and agrees to indemnify, defend and hold haradess Concast, its agents and affiliates for any harm resulting from such actions.

14.2 Web Site Content. If applicable, Concest will host ner's web site in a data center in accordance with Consent's then-current published specifications, including without limitation, storage levels ("Customer Web Site"). Ownership of all graphics, text, or other information or content materials supplied or famished by Customer for incorporation into or delivery through a Customer Web Site shall sensein with Contourer (or the purty that supplied such materials to Customer). Ownership of any software developed or modified by Concest and all graphics, text, or other information or content materials supplied or functional by Concest for incorporation into a Customer Web Site shall remain with Conscast (or the party that supplied such materials to Conscast). Customer agrees that Conncest has no proprietary, financial, or other interest in Castomer's goods or services that may be described in or offered through a Costomer Web Site, and that Customer is solely responsible for content quality, performance, and all other superts of its goods or services and the information or other content contained in or provided through a Customer Web Site. Customer assumes all responsibility for use by others of the Customer Web Site (including commercial transactions, whether completed or not).

14.3 Web Site Backup and Restoration. Customer acknowledges and agrees that (i) it is responsible for developing and maintaining procedures (apart from the Services) to protect the Customer content, including, without limitation, making appropriate backup copies of the Customer content as may be necessary for reconstruction of any data, files, informational materials, or electronic messages; and (ii) Connest is not responsible for backup and nestoration of Customer Content.

ARTICLE 14A: PROVISION OF SERVICE. Subject to the tesms and conditions herein, Internet Services are intended for commercial use only.

ARTICLE 15. DOMAIN NAME RECISTRATION: If Customer submits a Service Online(s) for domain mone registration services, the following terms shall also apply:

15.1 <u>Registration.</u> At the request of Customer, Conncust will use communically reasonable efforts to facilitate the registration of the Customer internet domain name ("Customer Domain Name") with a domain name registration service of Conncust with all necessary information relevant to such registration. The domain name registration service will invoice Customer directly for all applicable registration fees, maintenance fees, and other applicable fees related thereto. Customer haveby acknowledges that Customer is entirely responsible for the payment of any and all such fees. Councast does not represent that the Customer Domain Name will be

available on an initial or ongoing basis. Purther, Customer acknowledges that Customer, not Coracust, has ownership, country, and use of the Customer Domain Name. Further, Customer hereby agrees now and forever to release and to hold lammless Councast, its employees, affiliates, agents, and contactors, from any and all losses, duranges, rights, claims, and actions with respect to, or in any way arising from, the domain name registration service's nemonal of allocation or support for the Customer Domain Name. Should Customer require modification of the Customer Domain Name or additional nelated services, additional charges may apply from the relevant registration service and from Councast for setup of the modification or addition.

15.2 Sub-Domain Name. Should Customer be unable to negister a unique domain nome, Conscust may grant upon Customer request and only for the term of the Service Order providing for such service, the limited, personal, and non-temesfecuble right to specify and append a sub-domain name to Conscust's posscribed domain name, for the sole purpose of uniquely identifying Customer's e-mail address. Conscust does not represent that Customer's selected sub-domain name will be available. Customer secrives no right to Councast's domain name other that as specifically stated in this Article 15. Upon the termination of the applicable Service Order, Customer shall surrender all rights, privileges and interest in and to the sub-domain name and Conscust's domain name.

ARTICLE 15A: STATE-SPECIFIC PROVISIONS APPLICABLE TO INTERNET SERVICE

15A.1 Service Interruption.

(1) Mentgamery County, MD Customers. Under its franchise with Montgamery County, MD, Conscast has the following rebate policy: In the event of a Internet Service Interruption (loss of cable modern service) Conscast shall repair the Service Interruption as soon as possible. This obligation is satisfied if Conscast offices Customer the next available repair appointment within the 24-hour period following the Service Interruption, or at Customer's request, to a manually convenient later time for the repair call, and successfully repairs the Service Interruption during the agreed upon appointment. If the Service Interruption is not repaired at the time of the scheduled appointment, Customer will receive a promated cradit for each 24-hour period, or segment thereof, that the Service Interruption continues beyond the scheduled repair call. Customer may contact Conscast at (301) 424-4400.

ADDITIONAL TERMS APPLICABLE TO VOICE SERVICES

In addition to provisions 1 THROUGH 13 above, the following Articles 16 through 20 are specifically applicable to Voice Services.

ARTICLE 14: USAGE BILLING

16.1 Concest Voice Service calling plans billed as a flat manually fee may not include certain call types. These excluded call types will instead be charged on a per-call basis (e.g., operator services) or a measured basis (e.g., international calls). Generally, for billing purposes, a measured call begins when the call is answered by the called purty or an automated answering device (such as an answering machine or fox machine); it ends when one of the parties disconnects the call.

- 16.2 Connext Voice Service measured calls are recorded in whole minutes, with puttid minutes rounded up to the next whole minute. If the computed charge for a measured call or for tasses or surcharges includes a fraction of a cent, the fraction is rounded up to the measuret whole cent.
- 16.3 Notwithstanding anything to the contrary in this Agreement, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges Concret or its Associated Parties, as if such a call were answered by the called party, Conscast will charge Customer for a completed call. Voice Service pricing lists and fees can be found at <a href="http://www.conscast.com/conperute/about/phanetemos/service/concret/

ARTICLE 17: USE POLICY

17.1 Additional Use Restrictions. Voice Service may only be used at Service Location(s) where Unice Service is installed by Conscast, Customer understands and acknowledges that if Customer attempts to install or use the Councast Equipment or Voice Service at another location, Voice Service, including but not limited to 911/B911, may fail to function or uction improperly. It will be considered a meterial violation of this Agreement if Customer moves Voice Service to another location without first notifying Councast. Custon expressly agrees not to use Voice Service for auto-dialing, stinuous or extensive call forwarding, teleparaketing, fox broadcasting or fax blasting, or fax any other use that results in age inconsistent with standard commercial calling patterns. If Conscust determines, in its sole discussion, th Customer's use of Voice Service is excessive or in violation of this Agreement, Councast reserves the right, among other things, to terminate or modify Voice Service immediately and without

ARTICLE 17A: SERVICE LIMITATION

17A.1 Discription of Service. Customer acknowledges and understands that Voice Service will not be available for use under certain circumstances, including without limitation when the network or facilities are not operating or if normal electrical power to the MTA, ALA or ALG is interrupted and such equipment does not have a functioning backup. Customer also understands and acknowledges that the performance of the battery backup is not grazuated. If the battery backup does not provide power, Voice Services will not function until normal power is restored. Customer also understands that outbein online features of Voice Service, where such features are available, will not be available under certain circumstances, including but not limited to the interruption of the Internet connection.

17A.2 <u>Practicion of Service</u>. Subject to the terms and conditions herein, Voice Services are intended for commercial use only.

ARTICLE 12: LIMITATIONS OF PILEPIL

- 18.1 Limitalines, Voice Services includes a 911/ Bahanced 911 function (*911/B911*) that may differ from the 911 or Bahanced 911 function furnished by other providers. As such, it may have certain limitations. CUSTOMER ACKNOWLEDGES AND ACCROTTS ANY TRAITECTURES OF 911/7691
- 18.2 Correct Address. In order for Customer's 911/8911 calls to be properly directed to emergency services, Councest must have Customer's correct Service Location address. If Customer moves Voice Service to a different Service Location without Councast's approval, 911/8911 calls may be directed to the woong emergency authority, may transmit the wrong Service Location address, and/or Voice Service (including 911/8911) may fail altogether. Therefore, Customer must contact Councast at least fave (5) days before moving Voice Service to a new Service Location. All changes in Service Location require Councast's prior approval.
- 18.3 Service Interruptions. Customer acknowledges and understands that Voice Service uses the electrical power in Customer's Service Location. If there is an electrical power outage, 911 calling may be interrupted if the battery buckup in the associated MTA, ALA or ALG is not installed, fulls, or is exhausted after several hours. Purthermore, calls, including calls to 911/5911, may not be completed if Customer exceeds its Voice Service and equipment configuration calling capacity or if there is a purchase with network facilities, including network congestion, metwork/equipment/power failure, or mother technical problem.
- 18.4 <u>Suspension and Termination by Connect.</u> Customer understands and acknowledges that Voice Service, including 911/B911, as well as all unline features of Voice Service, where Connect make these features available, will be disabled if Customer's account is suspended or terminated.
- 13.5 LIMITATION OF LIABILITY AND PRODEMINIPECATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMCAST NOR ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY VOICE SERVICE OUTAGE, INABILITY TO DEAL 911 USING THE SERVICES, AND/OR INABILITY TO DEAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERICATE TO DEFEND, INDEMNIFY, AND HOLD HARMERSS COMCAST AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FRIES, PERALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORRIEY FRES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THEIRD PARTIY OR USER OF THE VOICE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO

ARTICLE 19: VOICE EQUIPMENT REQUIREMENTS

19.1 MTA. To use Voice Service, Customer will need a multimedia terminal adapter ("MTA"), application layer gateway ("ALG"), sualog telephone adapter ("ATA") or other adapter device. Customer can lesse an MTA from Councest, in

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which case it will be Councast Equipment. Or, in some areas, Conscart may permit Customer to use Voice Service with an MTA that Customer has purchased, in which case the MTA will be Customer Equipment. Customer agrees to keep the MTA plugged into a working electrical power outlet at all times.

- 19.2 Incompatible Equipment and Services. Customer acknowledges and understands Voice Service may not support or be compatible with:
- (a) Non-recommended configurations including but not limited to MTAs, ATAs or ALGs not currently certified by Concest as compatible with Voice Service;
- (b) Certain non-voice communications equipment, including certain makes or models of alarm and security systems, certain medical manitoring devices, certain fax machines, and certain "dial-up" modents;
- (c) Rotury-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as certain private branch exchange (FBX) equipment, answering machines, and traditional Caller ID units;
- (d) Cassal/dial around (10-10) calling; 976, 909, 700, or 500 smatter calling;
- (e) 311, 511, or other x11 calling (other than 411, 611, 711, and 911); and
- (f) Other call types not expressly set forth in Councast's product hierature (e.g., outbound share-to-ship calling).

ARTICLE 28: ADDITIONAL LIMITATIONS ON CONCAST'S LIABBLITY FOR VOICE SERVICE

Limitations on Concest's Liability for Directories nd Directory Assistance for Voice Service Customers. THESE LIMITATIONS SHALL APPLY WHERE COMCAST MAKES AVAILABLE AN OPTION TO LIST CUSTOMER'S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE POLLOWING CONDITIONS OCCURS: (1) CUSTOMER REQUESTS THAT CUSTOMER'S NAME ADDRESS AND/OR PHONE NUMBER HE CAUTTED FROM A DERECTORY OF DERECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN HITHER OR BOTH: (6) CUSTOMER REQUESTS THAT CUSTOMER'S NAME. ADERESS AND/OR PHONE NUMBER HE INCLUDED IN A DIRECTORY OR DERECTORY ASSISTANCE DATABASE, BUT THAT INPORMATION IS OMITTED FROM RITHER OR BOTH; OR (iii) THE PUBLISHED OR LISTED INFORMATION FOR CUSTOMER'S ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS. IF ANY OF THESE CONDITIONS PERTAIN, THEN THE AGGREGATE LIABILITY OF COMCAST AND ITS ASSOCIATED PARTIES SHALL NOT EXCEED THE MONTHEY CHARGES, IF ANY, WHICH CUSTOMER HAS ACTUALLY PAID TO COMICAST TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INPORMATION FOR THE AFFECTED PERROD. CUSTOMER SHALL HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES AGAINST

ANY AND ALL CLABAS FOR DAMAGES CAUSED OR CLADAGED TO HAVE REEN CAUSED, DEFECTLY OR INDURECTLY, BY THE ERRORS AND ORMISSIONS REFERENCED ABOVE. FURTHERMORE, IF COMEAST MAKES AVAILABLE DEEDCTORY ADVERTISING SERVICES, NEITHER COMCAST NOR ANY OF ITS ASSOCIATED PARTIES WELL BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH DERECTORY ADVERTISING.

20.2 CUSTOMER ENPORMATION. Concert and its suppliers reserve the right both during the texts of this Agreement and upon its tenniuntion to delete Customer's voicesmil, call detail, data, files, or other information that is stored on Concest's or its suppliers' servers or systems, in accordance with our storage policies. Customer understands and acknowledges that Concent shall have no liability whatsoever as a result of the loss or remoted of any such voicesmil, call detail, data, files, or other information.

ARTICLE 20A: ADDITIONAL TERMS APPLICABLE TO TOLL FREE SERVICES

he addition to Articles 1 THROUGH 13 and Articles 17 THROUGH 20, the following Article 20A is specifically applicable to Ball Fine Services offered by Comcest:

28A.1 Limitation. Subject to service renilability, Customer may order Tail Free Services. Toil Free Services are not intended for residential use. In order to purchase and action Toil Free Services with Contenst, Customer must have Voice Services, and must map each Tail Free belephone mustber ("TFN") to a Voice Service telephone number ("Associated TN"). If Customer terminates an Associated TN at any time during the Tail Free Services term, Customer must immediately. (1) map the applicable TFN to another Digital Voice telephone number on Customer's Concest succount, (2) purchase a new Digital Voice telephone number to map to the TFN, (3) port out the TFN to another toil free custom; or (4) disconnect the TFN. If Customer fails to take immediate action as indicated above, Concest will disconnect the TFN. Customet shall have no liability for loss of Tail Free Services which results from Customer failing to take immediate action as indicated above.

28A.2 Term and Termination. Toll Free Services are offered on a manch to month basis. Customer shall have the right to terminate Tall Free Services, at any time, for any reason, upon thirty (36) days prior notice to Comcast, subject to payment of all outstanding amounts due for the Tall Free Services and the return of any and all Concast Equipment. Termination of Toll Free Services is not subject to Termination Charges. Toll Free Services will turnimate simultaneously with Customer's Voice Services.

20A.3 Authorization. When ordering Toll Free Service, as set forth or referenced in each applicable Service Order which case it will be Councast Equipment. Or, in some areas, Concast may permit Customer to use Voice Service with an MTA that Customer has purchased, in which case the MTA will be Customer Equipment. Customer agrees to keep the MTA plugged into a working electrical power outlet at all times.

- 19.2 Incompatible Equipment and Services. Customer acknowledges and understands Voice Service may not support or be compatible with:
- (a) Non-recommended configurations including but not limited to MTAs, ATAs or ALGs not currently certified by Comcast as compatible with Voice Service;
- (b) Certain non-voice communications equipment, including certain number or models of alumn and security systems, certain medical monitoring devices, certain fax machines, and certain "dial-up" modens;
- (c) Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as custain private branch exchange (PBX) equipment, assurering machines, and traditional Caller ID units;
- (d) Casual/dial around (16-10) calling; 976, 900, 700, or 500 number calling;
- (e) 311, 511, or other x11 calling (other than 411, 611, 711, and 911); and
- (f) Other call types not expressly set forth in Comcast's product literature (e.g., outbound shore-to-ship calling).

ARTICLE 26: ADDITIONAL LIMITATIONS ON CONCAST'S LIABBLITY FOR VOICE SERVICE

Limitations on Courcest's Liability for Directories and Directory Assistance for Voice Service Customers. THESE LIMITATIONS SHALL APPLY WHERE COMCAST MAKES AVAILABLE AN OPTION TO LIST CUSTOMER'S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DERECTORY OR DERECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE POLLOWING CONDITIONS OCCURS: (1) CUSTOMER REQUESTS THAT CUSTOMER'S NAME ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRRCTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN RITHER OR BOTH: (H) CUSTOMER REQUESTS THAT CUSTOMER'S NAME. ADDRESS AND/OR PHONE NUMBER BR INCLUDED IN A DERECTORY OR DERECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM RITHER OR BOTH; OR (iii) THE PUBLISHED OR LISTED INFORMATION FOR CUSTOMER'S ACCOUNT CONTAINS MATERIAL EXPORTS OR OMISSIONS. IF ANY OF THESE CONDITIONS PERTAIN, THEN THE AGGREGATE LIABILITY OF COMCAST AND ITS ASSOCIATED PARTIES SHALL NOT EXCEED THE MONTHLY CHARGES, IF ANY, WHICH CUSTOMER HAS ACTUALLY PAID TO COMCAST TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. CUSTOMER SHALL HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES AGAINST

ANY AND ALL CLAEMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DEFECTLY OR INDERECTLY, BY THE HERORS AND OMISSIONS REFERENCED ABOVE FURTHERMORE, IF COMCAST MAKES AVAILABLE DERECTORY ADVERTISING SERVICES, NEITHER COMCAST NOR ANY OF ITS ASSOCIATED PARTIES WELL BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH DIRECTORY ADVERTISING.

20.2 CUSTOMER ENPORMATION. Concest and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete Customer's voiceonal, call detail, data, files, or other information that is stored on Concest's or its suppliers' servers or systems, in accordance with our storage policies. Customer understands and acknowledges that Concest shall have no liability whatsoever as a result of the loss or removal of any such voiceonal, call detail, data, files, or other information.

ARTICLE 20A: ADDITIONAL TERMS APPLICABLE TO TOLL FREE SERVICES

In addition to Articles 1 TERROUGH 13 and Articles 17 THEROUGH 20, the following Article 20A is specifically applicable to Tell Free Services offered by Councast:

- 28A.1 Limitation. Subject to service availability, Customer may order Tail Free Services. Toll Free Services are not intended for residential use. In order to purchase and neutra Toll Free Services with Conncast, Customer must have Voice Services, and awast map each Toll Free telephone momber ("IFN") to a Voice Service telephone number ("Associated TN"). If Customer terminates an Associated TN at any time during the Toll Free Services team, Customer must immediately: (1) map the applicable TFN to another Digital Voice telephone number on Customer's Conneast account, (2) purchase a new Digital Voice telephone number to map to the TFN, (3) port out the TFN to another toll free cutrien; or (4) disconnect the TFN. If Customer fails to take immediate action as indicated above, Conneast will disconnect the TFN. Conneast shall have no liability for loss of Toll Free Services which results from Customer failing to take immediate action as indicated above.
- 28A.2 Term and Termination. Toll Pree Services are officed on a month to month basis. Customer shall have the right to terminate Toll Pree Services, at any time, for any season, upon thirty (30) days prior notice to Councast, subject to payment of all outstanding amounts due for the Toll Pree Services and the return of any and all Councast Equipment. Termination of Toll Pree Services is not subject to Termination Charges. Toll Pree Services will terminate simultaneously with Customer's Voice Services.
- 28A.3 <u>Authorization</u>. When ordering Toll Pree Service, as set forth or referenced in each applicable Service Order

Customer authorizes Courcust to act as its agent in initiating and provisioning such Toll Pree Service.

26A.4. Toll Free Charges

- (a) Prices. Toll Prec Service is subject to the toll free pricing identified in the applicable Service Order, or if none stated, subject to the pricing lists and free found at <a href="http://www.comcust.com/com/com/ente/about/phonetermsofservice/com/com/com/ente/about/phonetermsofservice/com/com/ente/about/phonetermsofservice/com/entermsof
- (b) Billing Incoments. Unless otherwise stated in a Service Order, reage-based charges will be billed on either a per-minute or per-message basis. Service calls invoiced on a per-minute basis will have an initial minimum call duration of one (1) minute, subsequent intervals of one (1) minute each, and will be billed by rounding to the next whole minute.
- (c) Rounding of Charges. Councast reserves the right to round up any and all invoice amounts to the nearest one (1) cent.
- (d) Prevision of Service. Subject to the terms and conditions bessin, Tall Free Services are intended for communical use only.

ARTICLE 200: ADDITIONAL TERMS APPLICABLE TO TRUNK SERVICES

In addition to provisions 1 THROUGH 13 and Articles 17 THROUGH 20 above, the following Article 200 is specifically applicable to Trunk Services offered by Concest:

- 208. 1 Limitation. Subject to service availability, Centanner may order Trank Services. Trank Services are not intended for residential use.
- 288.2 911 Nation for Trunk Services. Customer expressly acknowledges and agrees that it has reviewed, understands, and agrees to the terms set forth below.
- (a) Customer action is essential to the protection of its employees and other users of the Trunk Services, as described below. Multi-line telephone systems, such as PRX systems, ordinarily only transmit the same, generic location information for all 911 calls placed from any handset cannot to the PRX or other system. For example, in the case of a business with telephone extensions in three buildings and multiple floors in each building, the E911 call taker would only see the same main telephone assuber and location that the customer law identified, regardless of which station was used to place the call. If Customer does not take action as described below, fire, police and other emergency responders may be dalayed or even prevented from timely reaching its location in response to a 911 call.
- (b) Concest offers the apportunity for Customers to designate up to ten different zones within their premises that would be separately identified to the H911 call taker, such as a specific floor, side of a building or other identifying

information that could assist emergency responders to more quickly reach the appropriate location. To utilize this option, Customer must in the initial or a subsequent Service Order request the assignment of Banergency Location Information musters and provide location information for each some exactly as it should appear to the 911 call tuber. For each some requested, up to ten, Customer will receive a phone number that Councast will segister in the 911 database or databases with the specific location information provided by Customer. Customer is solely responsible for programming its telephone system to susp each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises.

- (c) Many states now require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer acknowledges and understands that it, and not Comcast, bears sole responsibility to ensure that it identifies and complies with all such applicable laws, and any failure to do so is a breach of the Agreement. Customer represents, warrants and covenants that it will utilize the Concast Emergency Location. Information amounts described above at least to the extent required by law, and that Customer does not require the use of more than ten different location identifiers or other features not currently officed under this Agreement in order to comply with applicable laws. Customer also warrants that it does not currently lays "Private Switch/Automatic Location Identification" service in connection with its existing telephone service from another provider at the location(s) for which it less ordered Trunk Services from Comeant.
- (d) Concent will post only the noise billing telephone number in the 911 database or databases using Customer's billing address as the Registered Location, maless Customer belling address as the Registered Location Information as set forth above. Customer must notify Concent at least five (2) days prior to moving the Trunk Service to another location. Customer acknowledges that if they move prior to providing such notice and a 911 call is placed using the Trunk Services, or if Customer when using Basespacy Location Information maders does not timely update their telephone system to account for internal moves, adds and changes, the B911 call taker may see incourect or incomplete location information and the caller may need to confirm their actual location information to the call taker.
- (e) Some businesses elect to make test calls to 911 from multiple stations to verify that the 911 call taker receives the desired location futureation and is able to call back one or more of the telephone manibers that they receive to confirm it rings to the station from which the 911 call was placed. If Customer chooses to do so, it agues to obtain prior approval from the relevant emergency communications caster and assumes all responsibility for the placement of such calls.

28R.3 Recommended Buttery Back-Up is NOT Included

Customer acknowledges and understands that the Trunk Services use the electrical power from the Service Location. Customer understands and acknowledges that they may less access to and use of the Trunk Services, including 911/B911, if electrical power to the lintegrated Access Device (IAD), PEKS switch, and/or landsets is intenspled and such devices are not supported by a working battery backup. Customer also understands and acknowledges that Courant does not provide a battery backup for such devices and Customer is used to arrange for their own backup power supply to these devices. In the event of a power outage, the duration of Think Service during a power outage using the Courant Repigment installed to provide Trunk Service will depend on Customer's backup power choice. If the IAD is discomered or removed und/or a battery is not charged, Trunk Service, including access to 911, will not be available. Customer acknowledges and agrees that in the event of a power fulkure, Courant bears no responsibility for such loss of service.

208.4 Customer Responsibility for Telephone Equipment

- (a) Customer is solely responsible for providing and resistanting working PBX equipment and hundrets (Customer-Provided Equipment), notifying and training its users regarding proper use of the system in accordance with applicable, including regulatory, requirements, and for any pungramming to its telephone system that may be necessary to enable calls to be connected to new area codes. Customer also acknowledges and accepts that Connest does not support seven-digit local calling even in areas of the country that still permit thet option, and Customer will program its system as necessary to support ten-digit disting for local calls.
- (b) Councest shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of Concest utilized in the provision of Trunk Service reader any Customer-Provided Equipment or other equipment provided by a Customer obsolete or require medification or alteration of such equipment or system or otherwise affect its use or performance.
- (c) Customer must arrange its Customer-Provided. Equipment to provide for the interception of assigned but unused station numbers. A call intercepted by the attendant will be considered to be completed and subject to a charge for the call.
- (d) Customer acknowledges and agrees that Tunik Service is not compatible with alarm and security systems, certain medical monitoring devices, certain fax machines, and certain "dial-up" moderns. Customer's attempt to use any such systems in connection with Trunk Services is solely at its own risk and Connest shall not be liable for any damages whatsoever for any non-operation or damage to such services or devices.

20B.5 Trunk Service Charges.

- (a) Prices. Trunk Service is subject to the trunk service pricing identified in the applicable Service Order, and subject to the pricing lists and fees found at http://www.comcost.com/corporate/about/phonetermen/service/comcost@girnlyolog/cdr/business.html.
- (b) <u>Milling Increments.</u> Unless otherwise stated in a Service Order, domestic long distance calls, and in-bound domestic calls to tall-free numbers associated with Trank Services will be billed on basis of six (0) second increments with a minimum call duration of six (0) seconds. All other calls will be billed in accordance with the increments identified in the pricing lists and fees found at http://www.comcast.com/corporate

hibant/phonetennsofvervion/comcastdigitalvoice/cdrineiness.ht ml. For purposes of this section, "domestic" means calls within the continuated United States.

(c) Pauled Minutes. Back channel purchased in connection with Trunk Service includes a monthly allotment of 200 minutes of domestic long distance. These minutes shall be pooled at the Service Location level within an account. Any usage in excess of the earned amount shall be considered overage and be rated at the then current rate. Unused minutes expire at the end of the billing period and are not carried favorant or otherwise creditable to Customer's account.

ARTICLE 20C: AUDITORIAL TERMS APPLICABLE TO ENHANCED VOICE SERVICES

In addition to Articles 1 THROUGH 13 and provisions Articles 17A THROUGH 20 above, the following Article 20C is applicable to Enhanced Voice Services officed by Comcast, specifically Managed Voice Services and Branch Office Voice Services:

20C.1 Limitation. Subject to service availability, Customer rany order Enhanced Voice Services as fauther described in the Services Description(s) located at litts://tursiners.comcest.com/ser/come. Rahamced Voice Services are not intended for residential use. In order to purchase and nearin Rahamced Voice Services with Counciest, Customer ament have Intense Services Rahamced Voice Services will not operate if Customer terminates Intense stary time during the Rahamced Voice Services Term. Concast shall have no liability for loss of Bahamced Voice Services which results from Customer terminating Internet Service or due to feature misconfiguration.

20C2 USAGE BILLING

(a) Enhanced Voice Service calling plans billed as a flat monthly fee may not include certain call types. These excluded call types will instead be charged on a per-call basis (e.g., operator services) or a measured basis (e.g., international calls). Generally, for billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call

- (b) Notwithstanding anything to the contrary in this Agreement, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain member of rings. If such a provider charges Concust or its Associated Parties, as if such a call were assured by the called party, Concust will charge Customer for a completed call. Bahanced Voice Service pricing lists and fore can be fround in the Bahanced Voice Services Description at http://www.consciet.com/bariffs.
- (c) Billing Increments. Billing increment for Robanced Voice Services are identified to the Service Description found at http://business.comcast.com/welcome.
- (d) <u>Rounding of Charges</u>. Councast reserves the right to round up any and all invoice amounts to the meanest one (1) cent.

28C 3 Recommended Buttery Back-Up is NOT Included

Customer acknowledges and understands that the Enhanced Voice Services use the electrical power from the Service Location. Customer understands and acknowledges that they may lose access to and use of the Robanced Voice Services. nding 911/E911, if electrical power to the Application Layer Gateway (ALG), and/or Analog Telephone Adapter (ATA), mitets is interrupted and such devices are not supposted by a working battery backup. Customer also understands and acknowledges that Concast does not provide a battery backup for such devices and Customer is usged to mrange for their own buckup power supply to these devices. In the event of a power outage, the duration of Enhanced Voice Service during a power outage using the Councest Equipment installed to provide Rahanced Voice Service will depend on Customer's backup power choice and proper configuration of their Disaster Recovery feature. If the ALG and/or handset is disconnected or removed and/or a battery is not charged, Enhanced Voice Service, including access to 911, will not be available. Customer acknowledges and agues that in the event of a power failure, Conscust bears no responsibility for such loss of service.

Concest shall not be responsible to the Customer if classigns in any of the facilities, operations or procedures of Concest utilized in the provision of Rehamond Voice Service render any Customer-Provided Regiment or other equipment provided by a Customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance

Customer acknowledges and agrees that Enhanced Voice Service is not compatible with alarm and security systems, medical monitoring devices, certain fits muchines, and certain "dial-up" moderns and overhead paging systems. Customer's attempt to use any such systems in connection with Rohanced Voice Services is salely at its own risk and Comcast shall not be liable for any damages whatoever for any non-operation or damage to such services or devices.

20C.4 Customer-initiated 911 Testing for Enhanced Voice. Services. Some businesses elect to make test calls to 911 from multiple stations to verify that the 911 call taker receives the desired location information and is able to call back one or more of the telephone numbers that they receive to confirm it rings to the station from which the 911 call was placed. If Customer chooses to do so, it agrees to obtain prior approval from the relevant emergency communications center and assumes all responsibility for the placement of such calls.

28C.5 Probibited Use. Concest probibies use of the Balanced Voice Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or politing), face or woicessail broadcasting or blasting for services with untimited local and long distance calling plans. Contest reserves the right to issuediately suspend, disconnect or modify Customer's use of the Balanced Voice Services if, in its sole discontino, Contest determines or reasonably suspects that Customer or its end users are using for any of the aforementioned or similar activities.

ADDITIONAL TERMS APPLICABLE TO VEDEO SERVICES AND PUBLIC VIEW VIDEO SERVICES

In addition to previous 1 THROUGH 13 above, the following Articles 21 through 24 are specifically applicable to Video Services and Public View Video Services:

ARTICLE 21: LIMITATION OF SERVICE.

- 21.3 Redistribution Limitation, Customer acknowledges and agrees that Councast does not have the shookste right to distribute pay-per-view video programming (including programming such as sporting events) and certain pressions video services to con moraid exhibitionents. Therefore, Customer agrees that it shall not exhibit nor assist in ition of any such programming unless explicitly authorised to do so, in advance and in writing, by Conscast and the applicable program or event distributor. In requesting such meraphics multipringment or event assumance. In requesting such emphicis multipringment, Contoner agrees to identify itself as a communical establishment. Contoner shall not, and shell not multiprine or peamit may other person to (i) copy, record, dab, duplicate, alter or make or manufacture any securitings or other factore any recordings or other reproductions of Video and/or Public View Video (or say part thereof); (ii) transmit Video and/or Public View Video (or any part thereof) by any television or radio broadcast or by any other mens or use Video and/or Public View Video (or my pact flureof) outside the of the Service Locations(s). Custo acknowledges that such duplication or reproduction may subject Customer to criminal penulties under applicable copyright and/or trademark laws. Customer agrees to not move any Comcast Equipment, from another location to any Service Location. Customer further agrees not to undertable any activity related to the summittacised secuption of the Video and/or Public View Video at any Service Locations.
- 21.2 Additional Licenses. Customer shall not, and shall not authorize or pesmit any other person to (i) charge a cover charge or admission fee to the Service Location(s) at the time

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Video and/or Public View Video (or any part thereof) is being or is to be performed therein; (ii) permit descring, skating or other similar forms of entactain nment or physical activity is sjunction with the performance of Video and/or Public View Video (or any part thereof) unless Customer has obtained all necessary licenses and authorizations from the applicable copyright owners (Customer acknowledges and agrees that it shall be solely responsible for the payment of any charges or fees in connection thesenrith); or (iii) insert my com amouncements into Video and/or Public View Video, or interrupt may performance of Video and/or Public View Video for the making of any commercial amouncements, except that public address commercial amouncements may be made concerning goods or services sold or officed to the pu blic at the Service Location provided that no compensation (whether in money or in any other farm) is paid by may person or entity, directly or indirectly, for such manuscements unless pursuant to a separate written agreement which promits store-creating or adcasting. Customer acknowledges and understands Customer may be responsible for additional music licensing or copyright fees for music contained in any or all of the Services, including, but not limited to Video and/or Public View Video.

21.3 Presistion of Service: Video Services Only. Video Service, including without limitation HD DVR service, is for private commercial viewing venues only, and is not for use in public viewing areas such as laws, nestourners, fitness centures or at residential addresses. Further, Contomer arknowledges and agrees that Conscart has the right at any time to passempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made semilable. As to Video Service only, Conscart may in its channel line-up without liability to Customer or suyone claiming through Customer. Conscart shall not be liable for failure to deliver any programming, which is caused, by the failure of the purgrammer to gramming, which is caused, by the failure of the purgrammer any other reason beyond the reasonable control of Conscart or any other reason beyond the reasonable control of Conscart.

ZL4 Additional Sets. Customer agrees not to add additional sets or disturb, after or remove any parties of the Concest Equipment. Any unauthorized connection or other tampering with. Videa, Public View Video or Concest Equipment shall be cause for disconnection of the applicable Service, legal action and Concest shall be entitled to recover damages, including, but not limited to, the value of any Services illegally obtained plus reasonable collection costs including reasonable attorney's fees.

ARTICLE 22: VIDEO INDEMNIFICATION

In addition to the indessuffication obligations contained elsewhere in this Agreement, Customers using Video and/or Public View Video agrae to indessuify and hold Comcast lauraless from any and all demands, claims, suits, costs of defense, amenonable attorney's fees, witness fees and other expenses for claims relating to or nesulting from the unauthantized consonercial exhibition of the Video and/or Public View Video, including without limitation, psy-per-view video programming and premium video services.

ARTICLE 23: STATE-SPECIFIC PROVISIONS
APPLICABLE TO VIDEO SERVICE AND FURLIC VIEW
VIDEO SERVICE.

23.1 Discontinued Service.

- (a) Counsecticut Customers. In the event of an interruption of Vidno or Public View Vidoo of more than twenty-four (24) consecutive hours and of which Councest has received actual notice, a crudit will be issued to Customer's Video and/or Public View Video mouthly service charges for the length of time such Service was interrupted.
- (b) New York Customers. In the event of an interruption of Vidno or Public View Vidno Service for at last four (4) hours between 6:90pm and 12:00mm, except for emergency notice events, a credit equal to one day will be issued to Customer's Video or Public Vide Video monthly service charges. If Customer's Video or Public Video is interrupted for less than four (4) hours or outside of the hours of 6:00pm and 12:00mm, pheno call 1-860-827-2622 to request a credit.
- (c) Vermont Customers. In the event of an interruption of Video or Public View Video for more than twenty-four consecutive hours and of which Connest has received actual notice, Connest will issue a credit to Customer's Video or Public View Video monthly service charges for the total period of the interruption in an amount propertionate to Customer's regular monthly service charge. If Connest has not been made mount of the interruption, Cuntomer most call 1-860-827-2622 to request a credit.
- 23.2 Regulatory Constact Information. Customer may contact the Conscust corporate offices at One Conscust Center, 1701 IFK Rhyd., Philadelphia, PA 19103 with concerns and complaints.
- (a) Councelicut Custumers. If Councest is unable to resolve Customer's problem, Customer may contact the Counceticut Department of Utility Control at 1-900-382-4586 (toll free within Connecticut) or 1-860-827-2822 (outside Connecticut) or TIMO 1-860-827-2837.
- (b) Maine and Hew Hampshire Customers. The Office of the Astorney General Consumer Protection and Assistant Burean has the authority to enforce Communer Protection lows and puvide maisture in the mediation of convener complaints. Customers should file written complaints concerning any alleged misrepresentations and unfair and deceptive practices of a cable company to:

Marine — Office of the Attorney General, Department of Consumer Fraud and Antistust, State House Station #6, Augusta, MR 04333.

New Hampshire - Office of the Attorney General, Department of Consumer Franch and Autitrust, 25 Capital Street, Concord, NH 03301.

(c) Mazyland Customers.

Montgomery County, MD Customers - Under its franchise with Montgomery County, Counciest has the following rebate policy: In the event of a Video or Public View Video Service Interruption (loss of picture or sound of one or more channels to say customer) Concast shall repair the Service Interruption as soon as possible. This obligation is satisfied if Conscast offers Customer the next available repair appointment within the 24hour period following the Service Interruption, or at Contouner's request, to a mustually convenient later time for the repair call, and successfully repairs the Service Interruption during the agreed upon appointment. If the Service Interruption is not repaired at the time of the scheduled appointment, Cusa will receive a credit of 10% of your normal monthly bill for Video or Public View Video for each 24-hour period, or segment thereof that the Service Interruption continues beyond the scheduled repair call. Customers may contact Councast at (301) 474-4400

Prince Georges County, MD Customers - In the event of a Video or Public View Video Service Interruption (loss of picture or sound of one or more channel to any customer') lasting between two (2) and six (6) hours, Customer shall be entitled upon request, to a pro-rate credit for such Service interruption. In the event of a Service Interruption lasting between six (6) and twenty-four (24) consecutive hours, Customer shall be entitled to a pro-rate credit equal to one day of Customer's monthly Service charge.

- Massachusetts Customers. In addition to the above, Customer may contact its local franchise authority: the Consumer Division of the Department of Telecommunications and Energy toll free at 1-209-392-6066 or write to the DTE at One South Station, Boston, MA 02110.
- (e) New York Customers. If Connext is unable to resolve Customer's problem, Customer may their local government or call the New York State Public Service Commission (PSC) at 1-300-3-42-3377, or write to: Customer Service Representative, New York State Public Service Commission, Office of Customer Service, Three Empire State Plaza, Albany, NY 12223-1350
- mt Customers. The Vermont Department of Public Service can provide assistance in the resolution of communer complaints. Customers should file complaints with the Customer Hodine at 1-800-622-4496.

23.3 Billing Onestions.

Sacramente, CA Customers. If there are any billing errors or other requests for credit, Customer must inform Concest within sixty (60) days of the time Customer secreives the disputed bill, unless applicable law provides for a longer period which cannot be waived or otherwise modified. Comcast will investigate and respond to all complaints within five (5) business days of the receipt of the complaint. In some cases, an investigation might require a search of historical records that could take up to fourteen (14) business days. If Customer believes a payment was made which was not credited to Customer's account, a copy of a cancelled check or money order may be required and the disputed amount will be set aside for up to fourteen (14) days while Customer gather that documentation.

23.4 Access to Customer's Premises, Credit for Missed

- West Buy and Sau Francisco, CA Customers. If Councast fails to keep a scheduled Video or Public View Video appointment, Councast will credit Customer's account with her free installation or a service call free of charge if the appointment was for an installation or service call for which a fee was to be charged, or a minimum credit of \$20.
- Socramento, CA Customers. If Concest fails to keep a scheduled appointment, Concest will credit Customer's account with one (1) month of Limited Commercial Basic up to existence credit equal to one month of the Standard Commercial Cable price.

23.5

- Remedies for Late Payment/Non-payment.

 Maryland Customers. If Customer fails to make any **(a)** required payment for the Video or Public View Video Services by the payment due date or pays less than the full amount due for such Services, Conscast may bill fees, charges and assessments related to late payments or non-payments.
- (1) EACH MARYLAND CUSTOMER WILL BE ASSESSED A LATE FEE OF \$5.00 PER MONTH FOR EACH VIDEO OR PUBLIC VIEW VIDEO SERVICE ACCOUNT THAT HAS NOT REEN PAID IN FULL AFTER 45 DAYS FROM THE DATE THE INVOICE WAS SENT
- (2) Montgomery County, MD Customers Only. CUSTOMER WILL BE ASSESSED A LATE FEE OF \$4.00 PER MONTH FOR EACH VEDBO OR PUBLIC VIEW VIDBO SERVICE ACCOUNT THAT HAS NOT BEEN PAID IN FULL. AFTER 45 DAYS FROM THE DATE THE INVOICE WAS

Pravisings specific to Prince Courges County, MD Video or Public View Video Customers. 23.6

- (a) Deposits. If Concest disconnects Osstomer's Video or Public View Video Service(s) or is otherwise required under applicable law to a retand of any deposit, Comcast shall within thirty (30) days or Customer's next billing cycle, whichever is earlier, return a sum equal to the deposit(s) Customer paid (without interest unless otherwise required by law) unions any amounts due on Customer's account (including without limitation, any amounts owed for Services or for any Comcast Equipment that is damaged, altered, or not returned).
- (b) Termination of Video or Public View Video Service by Customer. All applicable fees and charges will accrue until the termination of this Agreement or the date Customer requests the Services to be disconnected, whichever is earlier.

ARTICLE 24: CHARGES

Connext many modify the charges for Video Services and/or Public View Video Services subject to thirty (30) days prior notice to Costoner. Customer will have thirty (30) days from

CONCAST BUSINESS SERVICES

receipt of such notice to cancel Video Services and/or Public View Video Service without further liability beyond the termination date. Should Customer finit to cancel within this timefaunce, Customer will be deemed to have accepted the modified Video Service and/or Public View Video Service pricing.

ADDITIONAL TEXMS APPLICABLE TO PUBLIC VIEW VIDEO SERVICES

In addition to provisions I TEROUGH 13 and provisions 21 TEROUGH 24 above, the following Article 25 is specifically applicable to Public View Video Services:

ARTICLE 25: PROVISION OF SERVICE - PUBLIC VIEW VIEW

Subject to the texas and conditions herein, Public View Video Service is intended for use in consonexcial, public viewing areas such as bars and restourants. Contoner acknowledges and agrees that Conncest has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. Conncest may in its discretion make additions, deletions or modifications to its Public View Video channel line-up without liability to Customer or anyone claiming through Customer. In the event Conncest makes a material change to the Public View Video channel line-up, Customer will have thirty (30) days from the date of the notation channel lineup change to cancel Public View Video Service without further liability belong the termination date. Should Customer full to cancel within this timeframe, Customer will be deemed to have accepted the anotified Public View Video channel lineup. Connext shall not be liable for failure to deliver my programming, which is caused, by the failure of the programming available to Connext.

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EXHIBIT "C" EQUAL EMPLOYMENT OPPORTUNITY

- 1. The contractor, subcontractor, Contractor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, Contractor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, Contractor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
- 2. The contractor, subcontractor, Contractor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
- 3. The contractor, subcontractor, Contractor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. The contractor, subcontractor, Contractor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all reasonable information and reports requested by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
- 5. The contractor, subcontractor, Contractor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit reasonable access to certain books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, Contractor, supplier, or lessee. Prior to the execution of the Agreement, the City of Houston will identify for Contractor all compliance reports required under the Agreement,
- 6. In the event of the Contractor's, subcontractor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, Contractor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
- 7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or Contractor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT E

DRUG POLICY COMPLIANCE AGREEMENT

Į,	Ted Girdner	as an owner or officer of
	(Name) (Print/Type)(Title)	
	COMCAST OF HOUSTON, LLC	(Contractor)
	(Name of Company)	```

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

- 1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
- 2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
- 3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
- 4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

 $\frac{4/2}{\text{Date}}$

COMCAST OF HOUSTON, LLC

1 M

VP-Business Services

Title

DRUG POLICY COMPLIANCE DECLARATION

1, Ted Girdner		as an	owner or office	r of
(Name) (Print/Type)		(Title))	
COMERST OF HOUST	ON. LL		(Contract	or)
(Nan	ne of Company)			,
have personal knowledge and full authority to n	nake the followin	g declarations:	7016	2 - 2011
This reporting period covers the preceding six n	nonths from	CT to APA	₹, 19_	
Initials A written Drug Free Workplace Policy meets the criteria established by the Ma (Mayor's Policy).				
Written drug testing procedures have be Detection and Deterrence Procedures for been notified of such procedures.				
Collection/testing has been conducted i <i>Initials</i> (HHS) guidelines.	n compliance wit	th federal Health a	nd Human Servi	ices
Appropriate safety impact positions have Initials the City of Houston contract. The num reporting period is				
The From OCIOBER 20190 An Initials (start date)	PRIL ZG, Z (end date)	the following	g testing has occ	curred:
		Reasonable	Post	
Number of Employees Tested	Random	Suspicion	Accident 93	Total GZ
Number of Employees Positive			0	<u> </u>
Percent Employees Positive		100 Marie 100 Ma		0
Any employee who tested positive was <i>Initials</i> with the Mayor's Policy and Executive		noved from the Cit	y worksite consi	istent
I affirm that falsification or failure to su Initials established guidelines will be considered	ibmit this declaraed a breach of cor	ntion timely in acco ntract.	ordance with	
I declare under penalty of perjury that the affirm within my personal knowledge and are true and		ein and all informa	tion contained in	n this declaration are
4/27/11 Date		Contractor No		HOUSTON, LLC
		Signature		
		VP - Bu	LSiness S	ervices

CUI	illaciol S Ct	a uncauou Oi	no Salety Imp	pact Fositions in Feriormance Of A City Contract
ĭ	Ted C	irduse		UP- Rusinesc Senices
-,	(Name)	Print/T	vpe)	VP-Business Services (Title)
		•		•
as a	n owner or o	fficer of	OMCAST	o its bid, and I hereby certify that Contractor has no
auth	ority to bind	the Contractor	with respect to	its bid, and I hereby certify that Contractor has no
				§5.18 of Executive Order No. 1-31 that will be involved
				grees and covenants that it shall immediately notify the
			iny safety impa	ct positions are established to provide services in
peri	orming this C	City Contract.		
	4/27/	17		CONCAST OF HOUSTON LLC
Date	4/27/1			COMCAST OF HOUSTON, LLC Contractor Name
	_			/C 11
	`			Tubres
				Signature
				VP-Business Services
				litte
		SONTED A COTO	DIG CEDTIE	CATION OF NON ADDITION OF
				CATION OF NON-APPLICATION OF CONTROL OF CONT
	CITTO	r mouston		CONTRACTORS
			TORK	
I	Ted	Girdner	•	as an owner or officer of
	(NAME)	(PRINT)	TYPE)	
	COMCAS	ST OF HO	PUSTON,	LLC (Contractor) have
	-			its bid, and I hereby certify that Contractor has fewer
				ek period during a calendar year and also certify that
			* * *	itions as defined in 5.18 of Executive Order No. 1-31 that
				act. Safety impact position means a Contractor's if performed with inattentiveness, errors in judgment, or
-	•		•	ure may result in mistakes that could present a real and/or
			•	of the employee, co-workers, and/or the public.
	. / /	o me personar		or the employee, to monters, and or the passion
•	4/27/11)		COMCAST OF HOUSTON, LLC
DA	LE		$\overline{\mathbf{C}}$	ONTRACTOR'S NAME
				A A
				'IUN NO
			S	IGNATURE
			nn	VP-Business Services
			1	ITLE

EXHIBIT "G" PLAY OR PLAY PROGRAM



City of Houston

Pay or Play Program Acknowledgement Form

What this form does. This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful bidder/proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

For more information, contact the Contract Administrator.

Routing. Return this form with your bid or proposal.

Tech-Girdner @ cable.comcast.com

Email Address

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

Signature	<u> 4 / 27/11</u> Date		
Ted Girdner Print Name	City Vendor ID		
COMCAST OF HOUSTON, LLC Company Name	<u> </u>		
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AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE **CERTIFICATION BY BIDDER EFFECTIVE 7.1.07**



CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

	
	me: COMCAST OF HOUSTON, LLC \$ 563,287.00 (Contractor/Subcontractor) (Amount of Contract)
Contractor Add	dress: 8590 W TIDWELL RD, HOUSTON, TX 77040
Project No.: [G	FS/CIP/AIP/File No.]
Project Name:	[Legal Project Name] PUBLIC VIEW CABLE TV SERVICE
agrees to abid to the program	with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contracte by the terms of this Program. This certification is required of all contractors for contracts subject. You must agree EITHER to PAY or to PLAY for each covered employee, including those is subject to the program.
[]Yes [M]No	Contractor agrees to Pay \$1.00 per hour for work performed by covered employees under the contract with the City and to ensure compliance by covered subcontractors and contract labor to the terms of the Pay or Play Program.
VYes []No	Contractor agrees to provide health benefits to each covered employee and ensure compliance by the covered subcontractors. The health benefits must meet the following criteria: (1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and (2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
]Yes MNo	Contractor agrees to pay on behalf of some covered employees and contract labor and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.
Yes []No	If contract labor is utilized the Contractor agrees to report hours worked by the contract laborer and Pay \$1.00 per hour for work performed.
Yes []No	Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.
Yes []No	<u>For Prime Contractors Only:</u> Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Affirmative Action and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.
	Prime Sub- Contractor Contractor
	Total Employees on City Job
	Covered Employees
	Non-Cevered Employees
*Required	Exempt Employees
	that the above information is true and correct.
und	4/12/2011
CONTRACTOR	R(Signature) · DATE (A) Note on All Dingular
NAME AND TITL	

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